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Methods of protection of victims in civil liability

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ABSTRACT

Ways of compensation in civil liability are in fact ways to fulfill the obligation of the perpetrator. It is clear that compensation for material, spiritual and physical damages cannot be compensated by the same methods, so it is necessary to consider appropriate methods of compensation in different matters. Sometimes one of the basic principles of civil liability law that has been accepted by some jurists and legal systems is the "principle of the necessity of compensation" or the "principle of the ability to compensate all damages." This principle, which is accepted in French law and is widely accepted in the doctrine of Iranian law, is not more than a century old and is still faced with many denials and doubts in many legal systems. Given that the originality of these goals varies in legal systems, the methods of achieving them are not the same. These ways are generally: objective compensation or restoration of the previous situation, which is manifested in various forms; And compensation equivalent to the two types, non-cash compensation (giving in exchange) and cash compensation (payment). Although the general principles of these methods are more or less the same in different systems, the quality of their use and the preferences given to each are different in legal systems. According to the foregoing, this study deals with how to protect the injured party in civil liability.

Keywords: *Injury protection, Civil liability, Compensation*

INTRODUCTION

The obligation to compensate for damage inflicted on another by the act or omission of a personal act is called civil liability. Due to the relationship between the issue of civil liability and compensation with social order and people's lives, in different legal systems, special attention has been paid to it and despite the differences in the rules and methods between the systems, the principle The issue exists as a social necessity of consensus (Safaei and Hooshmand Firoozabadi, 2014, 96).

This principle has a special place in Islamic law, which is one of the most important legal systems, and verses in the most important source of jurisprudence, namely the Qur'an, have been dedicated to this matter. From the existing verses, in addition to the ruling on the necessity of compensation, some important principles of non-contractual liability can be extracted, such as the principle of full compensation and some methods of compensation, such as objective compensation (restoration of status) and compensation. It can be extracted through equivalent (like or price) in financial losses (Hekmatnia and Hooshmand Firoozabadi, 2017, 7).

The various methods of compensation in civil liability are in fact the fulfillment of the obligation of the responsible party (the perpetrator of the loss) and are subject to the objectives of civil liability. Because these goals are not the same in all legal systems, the methods of securing them and enforcing the obligation are not the same. Nevertheless, the main goals of civil liability in the vast majority of legal systems are to obtain the consent of the injured party, to compensate for damages and to restore the injured party (Haji Azizi, 2001, 63). In other words, how to protect the injured party in civil liability is the main goal of civil liability, but before examining how to protect the injured party, it seems to answer a more fundamental question such as "What is the basis of civil liability?" » And "Why is the injured party entitled to compensation?" It is necessary.

Another important issue in civil liability law is the study of the role of the injured party in the occurrence of the loss and its effect on the civil liability of the injured party (Kazemi, 2011, 80). Now the question is whether the victim is also considered responsible? And in case of his responsibility, what is his responsibility and to what extent is this responsibility?

Following the changes that civil liability law has witnessed in the last two centuries and has paved the way for the expansion of this type of law, in some legal systems, such as France, and in order to achieve more justice, compensation is compensated. The damage has been released from any restrictions and has led to the protection of the victims of harmful acts as much as

possible and the compensation of the damages to them as much as possible. These protections were such that some of the authors, with the aforementioned in this study, have dealt with how to protect the victims in civil liability. In this regard, as the rapper says in this regard, "Today, the issue of liability is nothing but compensation ... and current law tends to replace the idea of compensation with the idea of liability" (Badini, 2004, 64) .

With the foregoing, in this study, how to protect the victim and compensate the damage caused to him in civil liability, so in this article, we have tried to first address the basics of civil liability and then the main methods of compensation In civil liability, the two strengths and weaknesses of each should be introduced from a legal point of view.

Meanings and concepts

In this section, the lexical and legal meanings of damages and civil liability are discussed. In this regard, in order to determine the meaning and concept of the lexicon, Persian, Arabic and English dictionaries and dictionaries have been referred to and legal books have been used to study the legal meaning.

Damage

The word "damage" is one of the Arabic words that is also used in the Persian language, and in different dictionaries, similar and possibly different meanings have been mentioned for this word: as the word "damage" in "Al-Mujam Al-Wasit" means "to lose Trade "have been defined and the author of Al-Munajjid has considered loss as meaning anti-benefit, severity of narrowness, malice and defect of the object (Sadeghloo and Sarmast Dargah, 2016, 117). The word "damage" in Persian in Dehkhoda culture is synonymous with the words "loss" (Dehkhoda, 1958, vol. 2, 524), in a certain culture it means 1- loss, loss 2- damage, harm 3- loss , The loss is reflected (Moin, 1996, 1419).

The word is used in legal terms in two senses; One is money that must be paid to the victim by the person who caused the financial loss to the other, and the other is referred to as the loss. Although in custom, the word damages is used in the two meanings of "damages" and "damages", but "damages" is not defined in the law and only in its instances as damages, damages for delay in payment of damages resulting from failure Fulfilling the commitment is mentioned. The word "damages" has two main meanings in civil law; Sometimes it means "loss" in which there is no difference between "damage" and "loss" and sometimes it means "compensation" and it is what is paid to repair the loss; That is, the same compensation or indemnity, the legislator when he speaks of damages resulting from non-fulfillment of obligations or compensation for damages, has used damages in the first sense (as in Article 221 BC), but when discussing the payment of damages Kand (Articles 226, 227 and 229) has intended the second meaning (Bakhshaish and Bariko, 2014, 174).

Lawyers have also used different terms to mean loss. For example, some people consider loss to be contrary to benefit and profit, defect to right, and others consider it to be unprofitable (Ismaili, 1998, 45). If it is created or a certain benefit is lost or it is damaged with health, dignity and personal emotions, there is a damage "(Katozian, 1999, 244).

Types of damages

Some jurists have divided the damage into three types: material, spiritual and mixed due to the lack of distinction between material and moral damages in some of the damages to the person (Sadeghloo and Sarmast Dargah, 2016, 120.**(**A) Damages due to contract failure

When two people sign a contract, in addition to the obligation of the other party, they are also bound by the provisions of the contract. This obligation and mutual commitment to the provisions of the contract brings benefits to the parties to the contract that the failure of the contract exposes those interests to risk and deterioration and non-achievement (Shahnoosh Foroushani, 2016).

In order to determine the correct way to assess the damage, it must first be determined on the basis of which reason the violator is liable to clarify the type of liability and to be able to determine the scope and scope of his liability. If the contractual liability arises from the fact that the property has not been lost, the violator of the contract can be held liable only to the extent that the property has been lost and to what the loss does not apply to, whether it has not been lost. In other words, in this view, the legal obligation to fulfill the obligation arising from the contract does not have an independent and limited executive guarantee, but the loss of other property, in which case the liability for damages is borne by the violator, not for breach of contract but for loss. Loads. However, if the obligation under the contract is enforceable, regardless of whether the breach results in the loss of another's property or not, it may be held liable beyond the lost property resulting from the breach of the contract, the breach of the contract is held liable and It does not compensate for lost property - because it is presumed not to have lost money - but it does compensate for a breach of an obligation that created a right for the other party**.** It is even possible to consider this responsibility as a means to strengthen the transaction order and to regulate accordingly (Shahnoosh Foroushani and Safari, 2016, 2).

B) Damage resulting from non-contractual fault or unlawful act

This type of liability, which is commonly known as coercive guarantee or civil liability, has a wide range, for example, loss of property without legal permission or possession, seizure and detention of a person, insult and defamation, beatings and threats, violation of privacy Home, abuse of trademark or industrial marks; Distortion or inappropriate adaptation of a scientific or

literary work and the like are examples of financial or moral damages that may occur even without malice and by mistake. However, in such cases the claim for damages is based on civil error or civil liability; That is, as soon as the relationship between the perpetrator or the perpetrator is established, he is considered responsible for compensating the injured party against the injured party by observing other conditions (Sadeghloo and Sarmast Dargah, 2016, 121).

B) Damage resulting from the commission of a crime

Liability resulting from a crime is divided into two types: First: Liability due to a crime in the specific meaning and scope of the word that the perpetrator of the damage is intentional in causing the damage to the injured party. Second: Liability for quasi-crime In this type of liability, the damage caused is the result of the unauthorized speed of the car driver. (Goldozian, 9771, p. 291).

Civil liability

The word "civil" in the word means urban, the name attributed to Medina and the city. The term jurisprudence and law also refers to matters that are related to legal and civil claims, the order of compensation for financial and legal damages (Ansari, 2005, 1771). The word responsibility in Arabic is a fake source of responsibility and in Islamic verses and hadiths the meaning of being questioned and punished for doing or refusing to do something is used and it is synonymous with the two terms of duty and competence in principle. For example, in the Prophetic Hadith: "I am a shepherd and I am a slave to my subjects", which means: (You are all supporters and guardians of your subordinates and you will be held accountable for them). Moral responsibility according to Islam is either before God, or against oneself, or towards others or towards other beings (Mesbah Yazdi, 2002, 140).

Regarding the legal meaning of civil liability, Dr. Jafari Langroudi stated: "Liability in the position of damage that a person (or a person under the care or administration of a person) or objects under his protection inflicts on another, as well as personal liability for violation of performance Obligations arising from a civil liability contract apply to criminal liability. Civil liability is of two types: contractual liability and non-contractual liability, which is sometimes called fault liability. The common value of both types of responsibility is the violation of the obligation and the obligation. Finally, in the first, there is a violation of the contractual obligation and in the second, there is a violation of the legal obligation "(Jafari Langroudi, 2003, 645).

Ability to compensate in civil liability

In the wake of recent developments, much broader categories have been recognized as compensable damages by civil liability law. Damages such as: moral damages, economic damages, lack of commercial profit, loss of opportunity and a wide range of casualties, such as damage to beauty, inability to have fun and favorite sports, etc. The spread of these developments has caused in some systems There should be a general rule called "the principle of indemnity". This rule is not more than a century old and is now not accepted in many systems with this generality. According to this principle, anyone who inflicts an unjust loss, regardless of its type, whether it is financial, spiritual, physical or physical, is obliged to compensate the damage (Babaei, 2005, 46). According to this principle, arbitration and customary opinion are sufficient for the compensation of a claim, and the other does not need the clarification and ruling of the legislator that a claim is compensable. Compensation is the principle and in order to compensate for the damages that the custom dictates to compensate, the clarification of the legislator is not a condition. Therefore, the judge of the civil liability lawsuit, as a judge, must follow the custom and submit to the custom. Therefore, he should not consider the legislator's failure to specify the compensability of some kind of damage as a reason for the impossibility of compensating such damages and rule that it is not necessary to compensate such damages (Khadem Sarbakhsh and Soltaninejad, 2013, 26).

Rules of civil liability in protection of victims

There are rules that create responsibility in Iranian law, for example, the rule of relativity, the rule of illegitimate possession of other people's property, the rule of resignation, the rule of managing other people's property, the rule of improper performance, some of these rules are described below.

Rule of Tasbib: First of all, it should be noted that the distinction between loss and Tasbib became common after the fifth century AH, which seems to be one of the important reasons for the difference in customary truth and the attributional relationship. (Bojnourdi, 1992, H2, p. 705) In the loss of a special meaning, the person in charge to try to inflict harm on another. Whereas in ballast loss, loss occurs with it but for another reason. In other words, in causal wastage, the direct cause is not the cause, but the underlying cause. (Najafi, 1404 AH 37) It is common in identifying the real and attributable cause, that the distinction between these two wastes has become common and due to the inclusion of the arguments stated about the rule of wastage, the use of them in this rule is also prohibited. It is not conceivable, as some jurists have done so and have stated the above reasons under the title of unit of waste, both direct and indirect. (Bojnourdi, 1992, vol. 2, 26-28) In this kind of loss of Muslims and even the wise of the world from Muslims and non-Muslims have an opinion on the guarantee of the author (Bojnourdi, 1992, 31).

Rule of wastage: The jurists have relied on the rule of wastage in various cases to prove their guarantee and civil liability. He described this rule with the phrase "I am a waste of other people's property and the guarantor" and in its validity he said that proving that a loss causes a guarantee does not need to prove the evidence; As soon as necessity, consensus, and many texts

indicate that the property, deeds, breadth, and blood of a Muslim are honorable and cannot be harmed, it indicates the rule (Maragheh, AH, 2/434).).

Improper performance: When someone gives money to another, this action occurs in two things: 1- According to Article 265 of the Civil Code, there are statistics on non-donation in payment: 2- In principle, this payment is not a statement on the debtor's debt. . But in the opinion of others, the statute of indebtedness of the payer is inferred from this article. When one pays money without giving a title to another, it is overcome that he has done so as a debtor. With this description, when a person gives money to another who is not really indebted to him, he will have the right to return what he has done unjustly; Such payment, which is made without the existence of a former religion and with the intention of fulfilling the covenant, is called improper performance. Ifa means payment, and improper means without a legal reason and I am unjust (Pedram Khandani, 2013, 160).

Methods of protection of victims in civil liability

Compensation for damages in civil liability is done in different ways depending on the circumstances of the damage. Such as non-profit compensation, compensation for late payment, compensation for deprivation of work, etc., therefore, in this section, each of these methods is examined.

1) Compensation for non-profit damages

Non-profit is the death of the benefits of the researcher from which the person has been deprived (Pouramini, 2004, 77). This definition of non-profit is considered to be in the interests of the researcher and excludes the possible benefits that this claim needs to be proven. Dr. Langroudi writes in this regard: "Non-profit is a deprivation of benefits that, with the possibility of deception, according to the normal course of affairs and special circumstances, the hope of achieving it has been reasonable, orderly and possible" (Jafari Langroudi, 2012). 4/2507).

The legal articles that explicitly indicate the non-benefit or the strengthening of the benefit are: a) Note 2 of Article 515 AH. ADM: "Damage resulting from non-profit can not be claimed." B) Article 14 AH. K: "The plaintiff can claim compensation for all material and moral losses and possible benefits obtained from the crime." This is while paragraph 2 of Article 9 AH. The old A.D. used to say: "Damages and losses can be claimed as follows: benefits that can be obtained and as a result of committing a crime, the private plaintiff is deprived of it and suffers." However, in the new CPC, comments have been added to remove some ambiguities. Note 14 of Article 14 states: "The benefits that may be obtained are reserved only in cases where the truth is lost." It seems that the common denominator between these two laws is to say that the meaning of Note 2 of Article 515 of the Code of Civil Procedure is that the damages resulting from non-profit, which according to custom is not likely to be realized and the mystics are not achieving. It can not be demanded, but the lack of benefit of the researcher can be demanded (Naqibi and Zarchipour, 2018, 137-136).

Regarding non-profit compensation claims, it is stated that "according to Article 5 of the Civil Liability Law, if the injured workforce is reduced or destroyed as a result of damage to someone's body or health, the person who caused the damage is responsible for compensating the said damages." Is. This is also a type of non-profit. According to this article and the like, a definite criterion can be found for damages in the form of non-profit in order to resolve cases of silence of the law. Therefore, filing a claim for damages in the form of non-profit is a legal burden in cases. Has high and similar to them "(Jafari Langroudi, 2103, 23).

2) Compensation for late payment

Compensation for late payment of monetary debt is always in friction with the rules and regulations. Opposition to Shari'a rulings and government orders to receive usury led to a ban on claiming damages for late payment of monetary debts. But for a long time, trickery in various societies has been a way to avoid usury while receiving extra money, just as it is praiseworthy and permissible even in religious sources. Changing words and phrases is one of the most common ways to escape the rules in private relationships. Instead of granting the debtor the option of late payment in exchange for the payment of an additional amount and subjecting him to civil, criminal and moral liability, the parties to the contract shall set a certain time for the payment of the debt in the text of their contract. They will then be fined with the condition of paying an additional amount. Although many jurists have accepted this method even in the Guardian Council, and Article 522 of the Code of Civil Procedure has apparently approved it, accepting this unbridled freedom means ignoring all legal and social developments in the contemporary world. Be. Satisfaction with the rule of will has no consequences other than social injustice and adverse economic and social consequences. For this reason, we should respect the recent judicial decisions that have accepted the payment of delay compensation within their normal limits, but at the same time, it is important to pay attention to three points: 1) In addition to paying attention to the debtor's situation, the other party should not He neglected and forgot the rights of the creditor. Restricting credit to the central bank's inflation index, given that in many cases the rate is lower than the prevailing rate of inflation in the community, causes the creditor's damages to remain unpaid and owes more interest than other currencies in practice. Debt is deferred, especially since these financial benefits and benefits outweigh the amount of damages for late payment, which he is likely to be sentenced to pay: 2) Absolute exemption of banks from all these terms and conditions and absolute approval of bank contracts and obligations In it, by creating an unjustified discrimination, it leaves the most important example of the creditor or creditor in the current society and frees him from all these rulings and issues: 3) Judicial procedure

could have issued a verdict by an index. Inflation considers excess agreement to be unenforceable due to non-compliance with the rules. Issuing a verdict on rejecting the plaintiff and completely ignoring the agreement gives him hope to file a lawsuit again and will cause time and cost for the plaintiff and the plaintiffs (Maghsoudi and Davoodi, 2015, 33).

3) Compensation for being deprived of work

Imprisoning a free man and preventing him from doing business or forbidding the owner of property from selling his property, which later reduced the price of property, are all harmful and condemned according to custom, and the reason of reason, which is one of the valid arguments of Shiite jurisprudence, indicates the need for compensation. it has. The majority of jurists cite the example of the imprisonment of a working man or craftsman and say that whenever a person detains a working man or a craftsman or somehow deprives him of his work without using him. Is he the guarantor of the price of his work and should he be able to pay the damages or not? Well-known jurists believe that there is no guarantee (Najafi, 1988, 36).

Because due to the lack of proof of iodine, usurpation is not realized and when usurpation is not realized, according to the principle of innocence, the guarantee is also removed. Opponents of non-warranty also cite another example, which is that if the owner forbids the owner from keeping the sent animal and the animal perishes, he is not a guarantor, as well as if he forbids him to sit on his bench or he Prevent the sale of goods and therefore the same goods are lost or defective, there is still no guarantee. The main reason is the non-realization of usurpation as mentioned above and also the non-realization of loss or usurpation, because it is said that loss or usurpation is dedicated to the loss of property and the benefit of free man is extinct, so loss or usurpation is inconceivable. Be (Najafi, 1988, 40).

4) Compensation for confiscated property

1- If a person inflicts damage on another or usurps money, the immediate return, if available, is the first way to compensate the damage and return the property. (M, Q.M.) A) If our property is available, the usurper can not say that we will exchange it or the owner can not say I want other than the same property unless they have agreed. B) But if the same property is present but is defective, two cases occur: - If the same property can be returned to its original state, it must be done and the so-called defect must be fixed. - But if it is not possible to return the property to its original state, the same defective property + the difference between the price of defective and healthy property (ie Arsh) must be returned. (Articles 329 and 330 BC) c) But if the same property is available and a benefit has been added to it, two cases also occur: - If this added benefit can be separated. (Ie the benefit is separate) We separate it and deliver it to the usurper and return the original property to the owner of the property. - But if this added benefit is not separable (ie, the benefit is connected), such an amount does not belong to the usurper and belongs to the owner.

E) Compensation for life: blood money

In Iranian law, following the Imami jurisprudence, the responsibility of paying diyat is either placed on the person who inflicts the loss (life) or the wise or the treasury. In principle, the diyat of premeditated and quasi-intentional murder and the diyat of lesser injuries due to pure error It is the responsibility of the person who inflicts the damage (Article 304 of the Penal Code). In the case of murder, a pure mistake. If the murder is proven by his confession or denial of oath or oath, he is responsible for paying the blood money (Article 305 AH .We). Also, if someone injures himself as a result of a simple mistake, he must personally bear the damage caused by it, and the wise man or the treasury are not responsible for paying it. (Paragraph A of Article 311 of the Penal Code). In the case of financial damages, only the importer of the loss is the guarantor and the wise man or the treasury is not responsible in this regard. (Paragraph B of Article 311 of the Penal Code). In some cases, payment of diyat and damages from the treasury has replaced civil liability. These cases are as follows: The importer of the loss is not wise or his wise people can not pay the diyat for three years (Article 312 of the Penal Code), if he enters in the intentional and quasi-intentional diyat The perpetrator does not have close relatives or is not able to do so (Article 313 of the Penal Code), "Whenever a person is killed as a result of a mob or the victim's ancestor is found in the public court, and the judge suspects that his murder was related to If he is not a person or a group, the ruler of Sharia must pay his diyat from the treasury ... »(AD 255 BC), in the case of a fugitive killer (in premeditated murder) who has no money to pay the diyat from it and His relatives are also not able (Article 260 of the Penal Code) to pay the ransom for murder resulting from the act of a law enforcement or military officer who fired in execution of a law enforcement order and did not violate the rules (Article 332).

6) Compensation for life: Arsh

Since the crime under the soul, whether amputation or injury of the limb or deprivation of interests and other matters, is diverse and numerous, and the blood money for all crimes is not specified in the Shari'a, this rule stipulates that for those crimes If they do not have a specific Shariah diyat, the amount of Diyat must be determined by Arash. The word Arash means injury, and the blood money for an injury, the amount of which is not known. Although Khalil writes in Al-Ain: "Wal-Arsh Al-Diyah", but in another place he says: "Al-Arsh is the blood of the wounded". It is known from these two expressions that it does not refer to the blood money of Arash. In relation to Arsh, first of all, it cannot be said that wherever the word Arsh is used in the narrations, it means the indefinite blood money; Because in addition to the fact that Arsh has been used in a certain diyat, it may not be possible to find a case where the word Arsh definitely means an indefinite diyat. Secondly, according to the four meanings mentioned, it should be said that these are the uses of the word, not that Arsh is the truth of Sharia for some

of these meanings. Considering this point and considering the mentioned meanings, it can be said that this word has been used in the narrations in the same literal sense, ie "Diyat al-Jarah".

From what has been said, it can be concluded that Arsh in the term of Shiite jurists has the following conditions: 1) a crime has been committed, 2) the crime is inferior, 3) the crime has caused a loss, 4) its blood money in Sharia is not specified.

7) Compensation for life: Government

The word government and its derivatives has been used in narrations in various meanings, but in what is relevant to our discussion, it is in the following meanings. In this narration, the word "government" is used in its original meaning (ruling), although the result of ruling is a definite blood money, in the sahih of Abdullah Ibn Sinan, the word "ruling" also means its source. (Mousavi Khomeini, 1409 AH, 389).

The amount of blood money for an unspecified sharia crime: Sometimes the amount of blood money for an indefinite sharia crime that is obtained by a ruling and so on has been referred to as the word government. The difference between this meaning and the previous meaning is that the word government in the previous meaning means infinitive and here it means infinitive noun. Sheikh Tusi says in detail: "All the ugliness of the government is the majority of the government" means that the more ugliness caused by the crime, the more the government. It is clear that the word government here means the amount of ransom paid for a crime. The third meaning of government is the sentence of the season of hostility, and that is in cases where the crime does not cause harm. The late Imam Khomeini says in Tahrir al-Wasilah: "The throne and the government, which means it, are only in cases where if the defective is measured correctly, there will be a defect in the price. The amount of difference between the throne and the government. However, if in some cases it is assumed that the crime does not cause a price defect and does not have a certain legal amount, such as cutting off someone's extra finger or being destroyed as a result of the crime, but in pricing between the crime and other (defective and Correct) is not the difference in price, in this case, the government needs another meaning, and that is to judge the judge in such a way that the root of the dispute is eliminated, either to force the parties to compromise or the amount of blood money according to the interests. "Determine the crime or punish the criminal." (Mousavi Khomeini, 1409 AH, 593).

Result

1) Regardless of the theoretical debate as to whether civil liability is based on moral principles and norms, it is the responsibility of the individual to determine how society behaves in relation to one another (conventional theories), or a means to achieve certain social goals; It is economic (instrumentalist theories), in practice, the system of civil liability in relation to the victim, the cause of harm and society has several functions; Compensation for damages, his consolation, forcing the infringer to refrain from committing the harmful act again, deterrent effect towards other members of society by learning from the responsibility of the infringer, internalizing the social costs of accidents and reducing this cost Losses and loss distribution are some of these functions. Specific economic and social conditions, philosophical tendencies of the day and even political tendencies can be effective in weakening or intensifying any of these functions.

2) Compensation for all damages to the damaged legitimate rights is the most important goal of all philosophical theories and views, including conventional and instrumentalist theories, although there is disagreement among philosophers on methods of compensation; According to some views, providing compensation solutions is the duty of civil liability and therefore consider the compensatory property of civil liability regulations as an integral part of the nature of civil liability (conventional theories) and some, despite emphasizing the need for compensation, are responsible for damages. They do not consider civil law as the only solution and tool for this important issue and they do not consider civil duty as the only duty to compensate the damages. (Instrumental Theories)

According to the latter group, tools and institutions such as private insurance, social compensation schemes, guarantee of criminal enforcement, such as non-insurable fines, disciplinary and regulatory regulations, taxation and compensation funds, each can somehow Purpose or purposes of civil liability; Including compensation for damages; Therefore, the compensatory property of civil liability is not one of the inevitable features of civil liability, provided that the legislator has provided and provided compensation for damages using other facilities and institutions.

In support of this view, it can be said that it is true that the purpose of justice is to compensate damages, but justice does not require these damages to be compensated directly and directly by the importer, but to compensate by systems such as accident insurance, social security or the fund to be done, which is a very useful solution that is appropriate to today's time requirements; Just as the compensation of unintentional damages or damages inflicted by the detainees by a person other than the cause of harm (wise) in his time seemed reasonable and accepted and accepted. Unfortunately, in Iranian law, many, if not all, damages are not compensated either by civil liability regulations or by other systems.

3) The Iranian legislature has basically followed traditional systems in compensating for damages. Although recently, especially in the amendments to the law on compulsory insurance of motor vehicle owners, it has used instrumental systems, despite this system, civil liability in Iranian law suffers. It is a kind of pluralism; In the regulations of loss and usurpation, it seeks compensation (compensation) and protection of the injured, and in the regulations of relativity, the deterrent feature is more obvious, and in some cases, such as traffic accidents and work-related accidents for the worker and third parties and the

employer. The cause of the damage is not identifiable. The purpose of distributing the loss is through private insurance and social security and the treasury.

4) The Iranian legislature has not had an intelligent and systematic view of civil liability and its objectives and has not established a coherent system, so that neither conventional nor instrumentalist theories have been properly followed. Therefore, the legislator and judicial procedure in Iranian civil liability law in It is not compensatory and even in many cases the Iranian legislature has not achieved any of the objectives of civil liability (deterrence, distribution of damages, prevention of double compensation, full compensation, economic efficiency and fairness considerations).

5) The position of the Iranian legislature has been effective in increasing the culture of infringement of rights and of course the increase of lawsuits and almost no losses are fully compensated and the cost of inflicting damages on others in Iran is very low and many violators They already get rich by inflicting damage on others and imposing costs on others, that is, they impose part of the costs of producing wealth on others (victims).

6) Iranian jurisprudence does not pay attention to the objectives of civil liability law and does not take sufficient care in compensating damages and not only has not done its duty in completing legal regulations and filling legal gaps, but also in the correct implementation of existing and explicit regulations regarding compensation of some damages. The victim, like the moral damage, has also failed.

7) Iran's legal policy regarding compensation for some damages, such as bodily damages and damages in excess of blood money and damages, is not logical and does not conform to any of the conventional and instrumentalist theories, and in some cases; Like non-profit damages, it is ambiguous.

8) Although the legislator in AH. Has considered diyat as punishment, but the characteristics given by this law to diyat are in conflict with the punishment of diyat, and it seems that the purpose of the law in considering diyat as punishment is to hear claims about diyat from the status of procedures and procedure such as It is a punishment.

Philosophy and purpose of legislation of diyat, such as civil liability, unlike punishment, is primarily the repair of damage to the injured person, not the damage to the diyat community. In fact, civil officials are the result of injury to life or limbs.

Diyat has an independent nature and the excess loss is a civil liability. Therefore, these two institutions can be together without any conflict or injury. Or deny each other. If we consider diyat as a civil liability, we should consider the claim for damages over by paying diyat. Therefore, the excess of diyat is a civil liability, not all the damages incurred in addition to diyat.

Spiritual language in excess of blood money cannot be demanded. Because there is no reason why the moral damage has not been repaired by paying the diyat, but the financial losses in excess of the diyat can be claimed.

9) Claims for non-pecuniary damages in the Iranian space courts have been largely abandoned and most judges have not paid much attention to such claims and if they take the plaintiffs seriously, they have invited them to waive or ignore their claims or at most They have resolved the issue through peace and compromise.

10) As stated, the loss to a person may be due to financial loss (whether object or benefit or right) or as a result of a loss of benefit they previously suspected of losing the benefit. They are also among the losses, but today in various texts, "non-profit" is also included in the number of damages, but unfortunately, the legislator has doubted this by setting vague provisions in the Code of Civil Procedure and the Revolution in Civil Matters.

11) Considering that spiritual capital and intellectual property have gained significant value and importance in human life today, so that assets such as brand, trademark and brand have significant and undeniable values, so spiritual damage. Especially in the field of civil liability, it has an important and fundamental position, so the judicial security of citizens requires the judiciary to be more diligent in enforcing existing laws and to prevent the abandonment of valid laws, so that people negligently or intentionally into the capital of others who are basically tolerant Significant costs are incurred, do not be harmed.

12) One of the effective ways to spread the rich culture of Islam is to respect human dignity and respect the high sanctity of humanity, which unfortunately in our Islamic society today has been severely damaged and violated. Today, one of the most important and serious tasks of the judiciary and executive bodies and the country's legislation is to fill the gaps caused by the failure of laws or the lack of clear judicial procedures and finally the lack of strong executive guarantees in cases of personal and social prestige. It is the crushing of human emotions and feelings.

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