The Effects of Representation in Contracting:A Comparative Study Between Iraqi Law, Iranian Law, and Imami Jurisprudence.

Dr. Reza Hussein Gandomkar[1], Maryam Sadiq Najm Abboud[2]

[1] Professor, Private Law Department, Faculty of Law, University of Qom, Qom, Islamic Republic of Iran.

Email: rh.gandomkar@qom.ac.ir

[2] PhD Student, Private Law Department, Faculty of Law, University of Qom, Qom, Islamic Republic of Iran.

Email: msms999300@gmail.com

Abstract:

This study examines representation in contracting as a legal mechanism whereby a contract is concluded by a representative while its legal effects are attributed directly to the principal. This mechanism raises intricate questions concerning the limits of the representative's authority, the requirement to disclose representative capacity, the legal fate of a contract concluded beyond the scope of authority, and the extent of protection afforded to third parties. These questions are particularly significant in the Iraqi and Iranian legal systems, which differ in their legislative treatment of representation, while both remain connected, to varying degrees, with the doctrinal foundations of Imami jurisprudence. The study seeks to clarify the concept of representation and distinguish it from Agency by differentiating between the stage at which authority is created and the stage at which it is exercised. It further identifies the legal nature and foundations of representation under Iraqi and Iranian law in light of Imami jurisprudential principles, and analyses its practical consequences through the three legal relationships linking the principal, the representative, and the third party. Particular attention is also given to self-contracting as a prominent instance of conflict of interest. The study adopts a descriptive, analytical, and comparative methodology. It surveys and analyses the relevant Iraqi and Iranian legal provisions, relates them to Imami juristic conceptions of Agency, guardianship, and unauthorized contracts, and compares the resulting legal solutions and practical consequences in order to identify common rules and points of divergence. The study concludes, most notably, that Iranian law comes closer to establishing general rules governing representation through its provisions on contractual effects and Agency, whereas Iraqi regulation remains more fragmented across the Civil Code and special legislation. It also finds that conduct exceeding the scope of representative authority is treated, under Iranian law and Imami jurisprudence, as a transaction pending the principal's ratification, while the representative may incur liability toward the third party in cases of deception, misrepresentation, or the creation of a misleading appearance of authority..

Keywords: representation in contracting; Agency; principal; representative; third party..

INTRODUCTION

Representation in contracting is one of the most important legal mechanisms for meeting the requirements of contemporary transactions. It enables a person to conclude juridical acts through a representative while the resulting contractual effects remain attributed to the principal. Nevertheless, this mechanism raises complex issues concerning the limits of the representative's authority, the requirement to disclose representative capacity, the legal fate of a contract when the representative exceeds the authorization granted, and the degree of protection afforded to a third party who relies on the apparent state of affairs. It also raises the issue of self-contracting and the conflict of interest inherent in allowing one person to occupy both sides of a contractual relationship.

Significance of the Research : The significance of the subject becomes particularly evident when representation is examined comparatively under Iraqi and Iranian law against their Imami jurisprudential background. Iraqi legislation does not formulate a unified general theory of representation; rather, it regulates the matter through dispersed provisions concerning Agency and through several special statutes. Iranian law, by contrast, establishes its rules within the provisions governing the effects of contracts, Agency, and guardianship, producing a framework that is closer to a general legislative theory.

Research Problem : Accordingly, the research problem centres on identifying the legal foundation of representation in both systems, determining the conditions under which contractual effects are attributed to the principal, analysing the consequences of exceeding representative authority, and defining the scope of the representative's liability toward both the principal and the third party. The study therefore seeks to delimit the concept of representation, distinguish it from Agency, analyse its practical effects through the three relationships connecting the principal, the representative, and the third party, and clarify the positions adopted by Iraqi law, Iranian law, and Imami jurisprudence regarding self-contracting.

Research Methodology : The study adopts a descriptive, analytical, and comparative methodology. It surveys the relevant legislative provisions in Iraq and Iran, relates them to the doctrinal foundations of Imami jurisprudence, and compares the legal solutions adopted in the three frameworks in order to identify their common rules and principal points of divergence.

Section One: Theoretical Framework

This section provides the theoretical foundation necessary for understanding the effects of representation in contracting. The practical consequences arising from the relationships among the principal, the representative, and the third party cannot be properly analysed without first defining the concept and identifying its legal basis. Accordingly, this section first explains the meaning of representation in linguistic and technical terms and distinguishes it from Agency by reference to the stages of formation and performance. It then examines the legal foundation of representation in contracting under Iraqi and Iranian law in light of its extensions in Imami jurisprudence, thereby preparing the ground for the following section, which analyses the effects produced by its practical application in contractual relations.

Subsection One: The Concept of Representation

Linguistically, the Arabic term niyabah originally denotes alternation and the taking of one's turn, from which the meaning of standing in another person's place and performing a representative function developed. Lexicographical sources explain that niyabah is derived from munawabah and nawbah, referring to succession or rotation. Thus, the expression "your niyabah has come" means that one's turn to perform a particular task has arrived.[1]

In contemporary legal usage, particularly in the Iraqi and Iranian civil-law systems influenced by Imami jurisprudence, representation in contracting denotes the substitution of one person for another in the formation of a juridical act, so that its legal effects are attributed to the principal rather than to the person who directly undertook the act. This technical meaning closely resembles the juristic use of niyabah, which is defined as one person assuming an act on behalf of another. In pilgrimage and other acts of worship, for example, representation consists in performing the prescribed acts on behalf of the represented person. The representative thus acts in the principal's place, while the legal or religious consequence is attributed to the principal. The same essential idea—the substitution of one person for the person legally concerned—was subsequently adopted by the civil-law theory of representation in contracting and transferred from the sphere of worship to that of financial transactions and contracts.[2]

The Iraqi Civil Code does not provide a direct definition of "representation in contracting" as a general theory. It does, however, define Agency in Article 927 as "a contract whereby one person appoints another to act in his place in a permissible and specified juridical act." This definition, derived from Hanafi jurisprudence, is based on the notion of placing another person in the principal's position for the purpose of carrying out a juridical act. Although the provision formally defines Agency, its substance embodies the essence of representation in contracting: the agent's intention produces the offer or acceptance, while the resulting rights and obligations are legally attributed to the principal.

Iraqi legal scholarship confirms that Agency is only one form of representation in contracting and that

1 Sa'id al-Khuri al-Shartuni, Aqrab al-Mawarid fi Fusah al-'Arabiyyah wa al-Shawarid (Beirut: Dar al-'Ilm lil-Malayin, 1996), vol. 5, p. 508; Louis Ma'luf, al-Munjid fi al-Lughah wa al-A'lam (Beirut: Dar al-Mashriq, 2008), p. 844.

2 Sa'di Abu Jayb, al-Qamus al-Fiqhi Lughatan wa Istilahan (Damascus: Dar al-Fikr, 1988), p. 215.

representation is not confined to it. Representation may also arise through guardianship, testamentary guardianship, the legal authority exercised on behalf of minors, and the representatives of legal persons. These forms are regulated separately in the Civil Code, the Law on the Welfare of Minors, and the Personal Status Law, without being consolidated into a unified general theory.[3]

The Iranian Civil Code likewise does not employ "representation in contracting" as an independent statutory heading, but it establishes its general rules through the provisions governing the effects of contracts and Agency. Article 196 provides that a person concluding a contract is presumed to contract for himself unless he expressly declares otherwise or subsequent evidence demonstrates that the transaction was concluded for the benefit of another. Article 198 further provides that either or both contracting parties may represent another person and that a single person may conclude a contract as representative of both parties.

This framework is complemented by Article 656 of the Iranian Civil Code, which defines Agency as a contract whereby one party appoints the other as his representative for the performance of a particular matter. The essence of Agency is therefore the appointment of one person to act for another in a juridical transaction, subject to the agent's acceptance and the formation of a contractual relationship between them.

In Imami jurisprudence, niyabah is used broadly to describe one person acting in another's place in matters of legal obligation or juridical disposition, so that the act or its consequence is ultimately attributed to the represented person even though the representative is the person who directly performs it. Imami juristic lexicons express this meaning by stating that a person "acts by way of representation" when he assumes a matter on behalf of another; representation in pilgrimage consists in performing the acts of pilgrimage on another's behalf, and the same applies to other acts of worship. The essence of representation is thus the assumption of another's matter in such a way that the act performed by the representative is legally treated as having been performed for the represented person.[4]

Some Imami jurists draw a precise distinction between Agency and representation. Agency is a juridical contract operating at the stage of legal formation, whereas representation describes the act at the stage of performance. Agency is accordingly characterised as the delegation of authority to undertake a juridical act in one's place, thereby notionally placing one person in the legal position of another; representation, by contrast, is the actual performance of the act in another's place. Agency creates the representative capacity, while representation is the practical exercise of that capacity.

Subsection Two: The Legal Basis of Representation in Contracting under Iraqi Law, Iranian Law, and Imami Jurisprudence

The legal basis of representation determines why the effects of a juridical act may be attributed to a principal who did not personally conclude it. Such attribution requires a legal or juristic foundation that legitimises the representative's intervention. The inquiry therefore concerns the source from which representative authority is derived, whether the principal's will in voluntary representation, a statutory provision in statutory representation, a judicial order, or the recognised legal and rational foundations of Imami jurisprudence. The discussion proceeds by examining Iraqi law, Iranian law, and Imami jurisprudence in turn.

Under Iraqi law, the legal basis of voluntary representation is the contract of Agency regulated by Iraqi Civil Code No. 40 of 1951, as amended. Article 927 provides the principal point of departure by defining Agency as a contract whereby one person appoints another to act in his or her place in a permissible and specified juridical act. This provision demonstrates that the Iraqi legislature grounds voluntary representation in an express contractual foundation: the principal authorises another person to perform a defined juridical act, while the legal effects of that act are attributed to the principal rather than to the agent.

Agency is therefore not merely a contract by which a person undertakes to perform a material service for another. It is a legal instrument that creates representative status and renders the agent's expression of intention, when concluding the juridical act, a legal extension of the principal's intention in relation to third parties. The immediate basis of voluntary representation consequently lies in the concurrence of the principal's authorisation and the representative's express or implied acceptance, through which representative status and its legal effects arise.5

3 Sa'id al-Khuri al-Shartuni, supra note 1, p. 844.

4 Ja'far al-Musawi al-Khunsari, Jami' al-Madarik fi Sharh al-Mukhtasar al-Nafi' (Qom: Al al-Bayt Foundation for the Revival of Heritage, 1990), vol. 6, p. 9.

5 Sa'id Mubarak al-Fatlawi and Taha al-Mulla Huwaysh, al-Mujaz fi al-'Uqud al-Musammat fi al-Qanun al-Madani al-'Iraqi [A Concise Treatise on Nominate

The subsequent provisions governing Agency reinforce this basis by regulating formation, the capacity of principal and agent, the scope of authority, the distinction between general and special Agency, and the consequences of exceeding authority. Article 939 is particularly relevant: an agent may not appoint a substitute unless authorised by the principal or entrusted with discretion to do so, and the substitute is regarded as an agent of the principal. The provision confirms that authority does not originate in the representative personally; it derives from the principal's authorisation and may extend to another representative only within the limits permitted by that source of authority.

This legal basis is also reflected in the general characteristics of Agency under Iraqi law. Agency is consensual, formed by agreement between offer and acceptance, and ordinarily founded on personal confidence between principal and agent. It is generally revocable, subject to limitations designed to prevent prejudice to third parties or interference with acquired rights. These features confirm that voluntary representation originates in party autonomy, although that autonomy is not absolute and must be balanced against the protection of third parties, good faith, and transactional stability.[6]

By contrast, statutory and judicial representation do not arise from the principal's intention or from an agreement with the representative. Their basis is a statutory rule or judicial order. The Personal Status Law and the Minors' Welfare Law regulate guardianship, testamentary guardianship, and court-appointed guardianship, and empower the guardian, testamentary guardian, or court-appointed guardian to conclude juridical acts in the name and for the account of a minor, an incapacitated person, or an absentee, subject to the legally prescribed requirements of interest and judicial supervision. In such cases, the statute or judicial decision itself creates representative status and constitutes the direct source of authority.[7]

The legal basis of representation under Iraqi law therefore has two principal sources. The first is consensual will in representation arising from Agency, where authority is founded on the principal's authorisation and the representative's acceptance. The second is statute or judicial decision in statutory and judicial representation, where representation is imposed to protect a person unable to act personally. Despite their different sources, all forms share a legally recognised basis that justifies attributing the effects of the representative's act to the principal. Representation thus constitutes a regulated exception to the general rule that a person contracts only for himself or herself and on his or her own account. Its foundation extends beyond the internal relationship between principal and representative to legislative recognition of representation as an exceptional legal mechanism serving the practical needs of transactions and the protection of legitimate interests.

Under Iranian law, the legal basis of representation is constructed through several complementary provisions of the Civil Code. Articles 196, 197, and 198 provide the general framework within which contracting on behalf of another and the effects of an intention expressed through a representative are understood. Article 196 establishes the presumption that a person who concludes a transaction contracts for himself or herself unless, at the time of contracting, the person states that he or she acts for another or the contrary is otherwise proved. Representation is therefore not presumed; it is an exceptional status that must rest on evidence of representative capacity.[8]

Article 197 supports this structure by recognising that the effect of a transaction may be attributed to a person other than the immediate contracting party where the subject matter or consideration belongs to another person as the true owner. Iranian law thus looks beyond the formal appearance of the contracting session and the person who pronounced the offer or acceptance, and may recognise the person to whom the genuine legal interest belongs. This provides the theoretical basis for attributing the legal effects of the transaction to the principal even though the representative performed the act.

Article 198 is the pivotal provision. It expressly permits either or both contracting parties to act through an agent and permits one person to contract as representative of both parties. The provision supplies a direct legal basis for contracting through representation. Its significance is not confined to Agency as a nominate contract; in the prevailing juristic understanding, it extends to representation more broadly and

Contracts in the Iraqi Civil Code] (Baghdad: Dar al-Kutub al-Qanuniyyah, 2009), vol. 2, pp. 35-40.

6 Husayn al-Zuhayri, Sharh Qanun al-Ahwal al-Shakhsiyyah al-'Iraqi [Commentary on the Iraqi Personal Status Law] (Baghdad: Dar al-Thaqafah al-Qanuniyyah, 2005), vol. 1, pp. 210-215

7 Husayn al-Zuhayri, Sharh Qanun al-Ahwal al-Shakhsiyyah al-'Iraqi [Commentary on the Iraqi Personal Status Law] (Baghdad: Dar al-Thaqafah al-Qanuniyyah, 2005), vol. 1, pp. 210-215.

8 Hadi Hajiyani, Huquq-i Namayandigi [Law of Representation], 1st ed. (Tehran: Intisharat-i Danish Nigar, 1386 SH), p. 110.

may encompass statutory and judicial representation whenever a legally valid representative relationship exists.

The basis of voluntary representation appears even more clearly in Article 656, which defines Agency as a contract by which one party appoints the other as representative for the performance of an act. The essence of Agency under Iranian law is therefore the creation of representative capacity, not merely the assignment of a material task. The agent does not act in a personal capacity or for his or her own account; the act is performed as representative of the principal, and its effects arise in the principal's legal sphere. Voluntary representation is accordingly founded on the agreement of two wills: the principal's authorisation and the agent's acceptance of that status and its limits.[9]

The subsequent provisions on Agency confirm this foundation by defining the agent's authority and the legal consequences of its exercise. The representative possesses only the powers granted by the principal or necessarily implied by the nature of the task and custom, and must act in the principal's interest with the degree of care ordinarily expected in performing the Agency. The basis of voluntary representation in Iranian law therefore combines party autonomy with a protective functional element: representative power must be used within the principal's interest and must not be diverted from its legitimate purpose.[10]

Statutory and judicial representation, by contrast, derive directly from legislation or judicial appointment rather than agreement. The guardianship of a minor under the rules of compulsory guardianship is statutory representation vested in the father or paternal grandfather. Court-appointed guardianship of an incapacitated person rests on statutory provisions and the judicial decision appointing the guardian and defining the scope of authority. In these situations, authority is not derived from the principal's authorisation but from an objective legal source designed to protect a person incapable of acting independently.[11]

The Iranian system therefore rests on two principal sources: a voluntary source in Agency or legally valid authorisation, and a statutory or judicial source in statutory and judicial representation. In both cases, contractual effects are attributed to the principal only because a recognised legal basis justifies that attribution. Representation remains a regulated exception to the presumption that a person contracts for himself or herself, and its foundation lies not only in the relationship between principal and representative but also in legislative recognition of representation as a legitimate technique serving transactional needs while protecting both principal and third party.

In Imami jurisprudence, the legal foundation of representation in contracting rests on interrelated juristic and rational principles, most notably the principle of dominion, established rational practice approved by the Sharia, the general and specific authorities of the Qur'an and Sunnah, and settled applications in the doctrines of Agency, guardianship, testamentary guardianship, and the unauthorised contract. Representation is therefore neither an alien construction nor an exception without foundation; it proceeds from general principles recognising a person's authority over his or her property and affairs within the limits prescribed by the Sharia.

The principle of dominion is the first foundation. Imami jurists hold that a person has authority over his or her property and rights and may personally undertake juridical acts unless a legal impediment exists. The power to act personally carries with it the power to appoint another, because representation is not a departure from dominion but a mode of exercising it. An owner may sell personally or authorise another to sell, lease, compromise, or undertake any other disposition falling within the owner's original authority. The basis of voluntary representation is thus the principal's power to authorise and appoint, derived from dominion over the subject matter of the act.[12]

This basis is reinforced by Qur'anic recognition of lawful contracts and transactions, particularly the command: "O you who believe, fulfil your contractual obligations" (Qur'an 5:1), together with the verses recognising trade by mutual consent. These general authorities extend to contracts concluded personally and to contracts concluded by an authorised representative, provided that the contract is properly attributed to the principal in the juridical sphere. The Sharia basis of representation therefore lies in its approval of

9 Sayyid Hasan Imami, Huquq-i Madani [Civil Law] (Tehran: Islamiyyah, 1376 SH), vol. 2, p. 293.

10 Mansur Jahangir, Qanun-i Madani [Civil Code], 20th ed. (Tehran: Nashr-i Didar, 1383 SH), p. 115.

11'Abdullah Baqiri Varzaneh and Sadiqah Hatami, 'Bazpazhuhi-yi Mahiyyat va Mashru'iyyat-i Fiqhi-Huquqi-yi Mu'amalah ba Khud' [Re-examining the Juristic and Legal Nature and Legitimacy of Self-Contracting], Mabani-yi Fiqhi-yi Huquq-i Islami, year 13, no. 25 (Spring-Summer 1399 SH), p. 3.

12 Mohammed Hasan al-Najafi, Jawahir al-Kalam fi Sharh Shara'i al-Islam [The Jewels of Discourse in Commentary on the Laws of Islam] (Beirut: Dar Ihya' al-Turath al-'Arabi, 1404 AH), vol. 22, pp. 361-363.

established rational dealings, without distinguishing between direct and representative action where a valid basis of attribution exists.

The Sunnah likewise supports this foundation through reports concerning Agency, guardianship, and representation in both devotional and transactional matters. Juristic and hadith sources contain numerous instances of appointing agents to collect religious dues, sell property, administer another's affairs, or perform pilgrimage on behalf of a person who is unable or deceased. These authorities establish more than the permissibility of assistance: they recognise the broader proposition that a representative's act is treated as the act of the represented person when grounded in permission, guardianship, or another legally valid cause.

In contractual representation, the foundation is most clearly embodied in Agency, which the jurists define as appointing another to undertake a juridical act. Agency creates representative authority enabling the agent to act in the principal's name or for the principal's account, and the legal effects of the act arise in the principal's legal sphere when the agent remains within the authorised limits. Prior permission or the contract creating Agency is therefore the basis that justifies attributing the act to a person other than its immediate performer.[13]

Imami jurisprudence does not, however, confine this basis to prior permission. It also recognises subsequent ratification in the doctrine of the unauthorised contract. Where a person disposes of another's property or right without prior authority, the transaction remains suspended pending the owner's ratification. Ratification renders it effective and produces its legal consequences; rejection prevents those consequences from arising. Authority may thus precede the act through permission or attach to it afterwards through ratification, both being manifestations of the right-holder's dominion over the subject matter. The doctrine of the unauthorised contract consequently forms an important part of the juristic foundation of representation.

In forms of representation established by the Sharia, the foundation is neither a contract nor permission from the represented person, but direct juristic appointment. The guardianship of a minor or prodigal is vested in the father and paternal grandfather under the relevant authorities; a testamentary guardian derives authority from a valid testament; and the Sharia judge exercises guardianship where no guardian exists or where intervention is required for a person without one. In these situations, the representative's authority rests on juristic appointment or recognised guardianship, which validates acts undertaken for the represented person.

Imami jurisprudence therefore recognises multiple foundations united by a single principle: there must be a legally and juristically valid reason for attributing an act to someone other than its immediate performer. That reason may be Agency, specific or general permission, subsequent ratification, legal guardianship, appointment of a testamentary guardian, or the authority of the Sharia judge. Each performs the same function of legitimising the substitution of the representative's will for that of the principal and attributing the effects of the transaction to the principal or represented person.

Accordingly, the legal basis of representation in Imami jurisprudence consists of a combination of the principle of dominion, approved rational practice, general scriptural authorities, and specific legal texts. Its scope includes prior permission, subsequent ratification, and juristic guardianship. This combination gives the doctrine flexibility and breadth, enabling it to accommodate diverse forms of contracting on behalf of another within a framework controlled by the requirements of the Sharia and the interests of the represented person.

Section Two: Effects of Representation in Contracting under Iraqi Law, Iranian Law, and Imami Jurisprudence

This section examines the practical effects of representation in contracting as a legal institution that generates a network of interrelated legal relationships extending beyond the conventional model of direct contracting. Once a representative concludes a contract, legal relations arise among the principal, the representative, and the third party. These relations determine the attribution of rights and obligations to the principal, the representative's responsibilities, and the limits of authority vis-à-vis the other contracting party. Accordingly, this section analyses the relationship between the principal and the representative, the relationship between the principal and the third party, and the relationship between the representative and the third party. It also addresses self-contracting as a particularly significant manifestation of conflict of

13 Muhsin al-Hakim, Mustamsak al-'Urwah al-Wuthqa [Commentary on al-'Urwah al-Wuthqa] (Najaf: Matba'at al-Adab, 1390 AH), vol. 13, pp. 245-247.

interest requiring special safeguards.

Subsection One: The Relationship between the Principal and the Representative

Under Iraqi law, the effects of representation in contracting are most clearly manifested in the legal relationship between the principal and the representative. This internal relationship explains how rights and obligations may be attributed to one person although another person directly concludes the contract. The principal is the ultimate holder of the interest pursued by the juridical act and intends the legal consequences to arise in his or her patrimony, whereas the representative serves as the legal instrument through which that intention is expressed and the contract is concluded with the third party. The analysis of representation must therefore begin with this bilateral relationship before turning to the principal–third party and representative–third party relationships.

In voluntary representation, of which Agency is the principal example, Article 927 of Iraqi Civil Code No. 40 of 1951 provides that Agency is a contract by which one person appoints another to perform a lawful and specified act. The relationship between principal and agent is therefore contractual and arises from the concurrence of two intentions: the principal's intention to confer authority and the agent's intention to accept it. Once Agency is formed, each party derives rights and obligations from a specific contractual relationship. The agent's duties are no longer merely incidental to a revocable permission; they become contractual obligations whose breach may give rise to contractual liability.[14] Iraqi scholarship further explains that this legislative definition encompasses civil, commercial, and personal-status Agency and that the essence of the relationship is representation in juridical acts rather than advice or guidance.[15]

A major consequence of this relationship is the principal's obligation to enable the representative to perform the Agency properly. The principal must provide the documents, records, information, and instructions reasonably required for performance, including official deeds, registration authorisations, identification documents, guidance regarding the manner and timing of performance, and the terms the principal wishes the agent to include in contracts concluded on his or her behalf. Where the principal fails to provide such assistance—for example, by withholding title documents, information concerning a debt to be collected, or instructions regarding the intended sale price—the agent may be exposed to failure or liability toward the third party. The principal may consequently bear part of the resulting loss and may lose certain rights of recourse against the agent. Legal scholarship has accordingly treated the provision of documents and adequate instructions as a practical prerequisite for effective Agency, especially where performance requires registration or judicial procedures.[16]

The relationship between principal and representative also occupies a central position in the Iranian law of Agency. The Iranian legislature treats Agency not merely as a technical method for completing juridical acts, but as the statutory expression of a broader concept of representation derived directly from Imami jurisprudence and recast within a modern civil code. Although the Code's structure and drafting were influenced by European legislation, particularly French and Swiss law, its substantive rules on transactions remain deeply rooted in Imami jurisprudence. Studies of the codification process therefore emphasise that Imami law formed the primary source for the law of transactions, while European codes influenced legislative organisation and drafting technique.[17]

Against this background, Article 656 of the Iranian Civil Code defines Agency as a contract by which one party appoints the other to perform an act on the former's behalf. The principal thereby authorises the representative to treat acts performed within the defined scope as acts attributable to the principal and to undertake juridical acts in the principal's name and for the principal's account. Iranian legal writing regards this definition as consistent with the Imami conception of Agency as representation in juridical acts: the immediate effect of the Agency contract is to confer representative capacity on the agent, so that the legal

14 Mahmoud Najib Hosni, Criminal Law: General Part (Cairo: Dar al-Nahda al-Arabiyya, 1982), p. 73.

15 Jamal Mursi Badr, Representation in Juridical Acts: Its Nature, Rules, and Conflict of Laws (Cairo: Egyptian General Book Authority, 1980), p. 26.

16 Mohammed Sabri al-Jundi, Representation in Juridical Acts: A Comparative Study of Legislation and Islamic Jurisprudence (Amman: Dar al-Thaqafa for Publishing and Distribution, 2012), p. 83.

17 Mohammed Hussein Kashif al-Ghita, Tahrir al-Majalla [Commentary and Revision of the Majalla] (Qom: World Forum for Proximity of Islamic Schools of Thought, 2005), vol. 4, p. 56.

consequences of authorised acts are directly attributed to the principal.[18]

As to its legal nature, Iranian law generally characterises Agency as a permissive contract, because its essence lies in the authorisation granted by the principal to the representative. Agency is therefore ordinarily revocable, and its termination upon the death or insanity of either party is explained not merely by its revocable character but by the extinction of the authorisation that constitutes the basis of representation. Upon the principal's death, the agent can no longer act for the former patrimony because the property passes to the heirs; upon the agent's death or incapacity, the person to whom the authority was personally entrusted can no longer exercise it. Articles 678 and 954 reflect this position, and Iranian juristic analysis explains the termination of Agency primarily by reference to the cessation of permission.[19]

In Imami jurisprudence, the relationship between principal and representative is grounded in the theoretical structure of Agency articulated by the jurists and, in particular, by al-Shahid al-Thani in his commentary on al-Lumʿah. Agency is defined as "appointing another to undertake a juridical act," meaning that the principal places another person in his or her position with respect to acts the principal is legally competent to perform, while ownership and ultimate liability remain vested in the principal. The principal does not relinquish authority over the property or right but permits another to act within that authority as representative. An act performed within the scope of permission is therefore legally treated as the principal's act. Al-Shahid al-Thani distinguished testamentary guardianship from Agency on the ground that the former creates an independent authority, whereas Agency constitutes representation rather than the creation of a separate legal office.[20]

This relationship does not arise from an undisclosed internal intention alone; it is established through an juridical agreement comprising offer and acceptance. Imami jurists explain that an offer of Agency may be expressed by words such as "I appoint you as my agent" or "I authorise you to act on my behalf," or by any equivalent expression indicating representation in juridical acts. It may also arise through a request by the prospective agent followed by the principal's assent, and even through a practical command that objectively communicates authorisation. Acceptance may be verbal—such as "I accept" or "I consent"—or may be inferred from the agent's performance of the authorised act.[21] The resulting relationship rests on mutual consent and transfers the power to perform specified juridical acts to the agent while leaving the underlying right or property with the principal. The principal's juridical personality is thus extended into the transaction through the representative.[22]

On this analysis, the agent functions as the principal's legal voice and hand in the formation and performance of the contract. A contract concluded within the granted authority is not attributed to the agent's patrimony but to the principal's. In a sale, for example, the price enters the principal's ownership and the sold property leaves the principal's ownership in favour of the purchaser; contractual rights, liabilities, and securities are similarly attributed to the principal. The agent is not the substantive holder of the contractual effects but an intermediary in formation and implementation. Imami jurists nevertheless distinguish ordinary Agency, in which the agent mainly pronounces and executes the contract, from broader delegated Agency, in which the agent has extensive discretion in conducting the transaction. Even in the latter case, the general rule remains that the economic and proprietary consequences belong to the principal.[23]

Subsection Two: The Relationship between the Principal and the Third Party

Under Iraqi law, the effects of representation in contracting are organised through three principal relationships: that between the principal and the representative, that between the principal and the third party, and that between the representative and the third party. The relationship between the principal and

18 Farid Mohammed Parchin, "The Subject-Matter Scope and Nature of Agency under Iranian Law," Journal of New Achievements in Humanities Studies, vol. 1, no. 5 (2017), pp. 2–3.

19 Jawad Sarkhosh and Mohammed Jawad Basirati, "General Rules Governing Permissive Contracts in Imami Jurisprudence and Iranian Law," Quarterly Journal of Islamic Jurisprudence and Law Research, vol. 7, no. 25 (1397 SH), p. 15.

20 Zayn al-Din al-Juba'i al-'Amili (al-Shahid al-Thani), Al-Rawda al-Bahiyya fi Sharh al-Lum'a al-Dimashqiyya (Qom: Davari Bookshop, 1410 AH), vol. 4, p. 367.

21 Sayyid Ahmad ibn Yusuf al-Khunsari, Jami' al-Madarik fi Sharh Mukhtasar al-Nafi' (Qom: Isma'iliyan Foundation, 1405 AH), vol. 3, p. 487.

22 Abu al-Qasim al-Musawi al-Khoei, Misbah al-Fiqaha (Najaf: Haydari Publications, 1374 SH), vol. 2, p. 140.

23 Hasan al-Na Mohammed jafi, Jawahir al-Kalam fi Sharh Shara'i al-Islam (Beirut: Dar Ihya al-Turath al-Arabi, 1404 AH), vol. 27, p. 350.

the third party is the most important external manifestation of representation, because the third party negotiates and contracts in practice with the representative while, as a rule, the legal effects are attributed to the principal. The contract is therefore not concluded for the representative's own account; rather, the representative operates as a legal intermediary whose declared intention substitutes for that of the principal, while the principal remains the true bearer of the rights and obligations arising from the contract.

The general rule under Iraqi civil law is that where the representative concludes a contract within the limits of authority and discloses that the contract is made in the name and for the account of the principal, all rights and obligations created by the contract are attributed directly to the principal. The principal consequently becomes creditor and debtor vis-à-vis the third party. The third party may seek performance or damages from the principal and may bring proceedings directly against the principal; conversely, the principal may require the third party to perform the obligations arising from the contract. In this respect, representation constitutes a regulated exception to the principle of relativity of contractual effects, because a person who neither attended the contractual session nor personally expressed offer or acceptance nevertheless becomes the substantive party to the contractual relationship through the intervention of an authorised representative.[24] Iraqi legal scholarship accordingly treats this rule as the practical foundation upon which individuals, companies, and public bodies rely when entrusting agents and other representatives with the conclusion of contracts.[25]

Iraqi civil law also recognises exceptional situations in which contractual effects may be attributed to the principal even though the representative did not expressly disclose representative capacity. This may occur where the surrounding circumstances clearly establish that the third party knew of the principal's existence or did not attach material importance to the identity of the person for whose account the transaction was concluded. The rule balances two competing considerations: the protection of transactional stability and the third party's reliance on appearances, on the one hand, and the prevention of unjustified denial of the principal's contractual position where the third party knew the true circumstances or was indifferent to the identity of the substantive contracting party, on the other.[26]

The Iranian Civil Code regulates the relationship between the principal and the third party through an integrated group of provisions on Agency, principally Articles 656-683. These provisions explain how the legal effects of a transaction are transmitted through the agent to the principal, how acts exceeding authority are treated, and how the expiry of Agency, multiple agents, and secondary Agency affect the position of the third party. The legislative framework is deeply influenced by Imami jurisprudence while also reflecting the organisational techniques of modern civil codification.

Article 656 defines Agency as a contract by which one party appoints another to carry out an act on that party's behalf. The legal consequence is that an act performed by the agent within the granted authority is treated as the act of the principal rather than the agent's independent transaction.[27] This direct attribution is reinforced by Article 663, which prohibits the agent from acting outside the scope of the Agency. Read together, the two provisions establish that conduct within authority binds the principal, whereas conduct beyond authority does not take effect against the principal unless subsequently ratified.[28]

Where these conditions are satisfied, the contract is formed directly between the principal and the third party. Each acquires against the other the rights and obligations that ordinarily arise between contracting parties. The principal may demand transfer of ownership, payment of consideration, or delivery of the contractual benefit; the third party may claim the price, rent, performance, or compensation from the principal. The third party may also raise against the principal all defences that would have been available had the contract been concluded without an intermediary, including invalidity arising from a defect in the subject matter or legal basis, discharge by performance, release, or set-off. The agent is not, merely by reason of Agency, a guarantor of the principal's performance.

Iranian law nevertheless requires the agent to remain within both the limits of authority and the

24 Shams al-Din al-Wakil, Durus fi al-'Aqd [Lessons in Contract Law] (Cairo: Dar al-Nahda al-'Arabiyya, 2000), p. 54.

25 Jamal Mursi Badr, supra note 15, p. 45.

26 Saud, Hussein Ali, and Mohammad ,Sadeghi. "Representation in Contract and Its Effects on the Parties to the Contract." Kufa Journal of Arts, University of Kufa, vol. 1, no. 56 (2023) ,p. 256.

27 Farid Mohammed Parchin, 'The Subject-Matter Scope and Legal Nature of Agency in Iranian Law,' Journal of New Achievements in Human Sciences Studies, vol. 1, no. 5 (2017), p. 3.

28 Masoumeh Zomorodi, Barrasi-yi Mahiyyat-i Huquqi-yi Mu'amala-yi Vakil ba Khud [A Study of the Legal Nature of an Agent's Transaction with Himself] (Tehran: Journal of Jurisprudence, Law and Criminal Sciences, no. 35, 1404 SH), p. 22.

principal’s interests. Article 667 requires the agent to act with due regard for the principal’s interest and in accordance with the ordinary standard of faithful administration. Iranian legal writing therefore treats an act that departs materially from the principal’s interest, or that is diverted for the benefit of the agent or another person, as an unauthorised transaction pending the principal’s ratification. The same underlying approach appears in Articles 1073 and 1074 concerning Agency in marriage: a person who acts beyond authority does not bind the principal unless the act is ratified.[29]

Accordingly, Article 663 is central to the external effects of Agency. Where the agent exceeds the authorised scope, the act is ineffective against the principal unless ratified. Ratification causes the transaction to operate as a contract between principal and third party; rejection prevents that contractual relationship from arising, without necessarily excluding the agent’s personal liability where the third party was misled as to the existence or extent of authority.

In Imami jurisprudence, the relationship between the principal and the third party follows from the conception of Agency as 'delegation in juridical action'. The third party does not deal with the agent as an independent owner of the right, but with a person legally placed in the position of the principal for a transaction capable of representation. An act performed within the granted permission is therefore treated, in legal effect, as the act of the principal, and the contract concluded by the agent is substantively a contract between the principal and the third party.

This conclusion is reinforced by the juristic view that Agency is not conceptually separate from permission, although remuneration or other ancillary arrangements may be added to it. Once valid permission and the conditions of Agency are established, the agent’s act is attributed to the principal. The third party may therefore invoke the binding force of contracts directly against the principal, while the principal may enforce the corresponding rights against the third party.[30] The reciprocal legal effects arise between those substantive parties rather than in the agent’s personal patrimony.[31]

Thus, when a third party contracts with an authorised agent, the transaction is treated as having been concluded with a person placed by the owner in the owner’s own position. In a sale concluded by an agent, the price enters the principal’s ownership and the subject matter leaves the principal’s ownership for the buyer; contractual guarantees and liabilities are likewise allocated between principal and third party, provided that the agent remains within the authority granted.[32]

Imami jurisprudence nevertheless distinguishes between different forms of Agency. In ordinary Agency, the agent’s role may be limited to pronouncing the contractual formula, receiving the price, and delivering it, with all substantive effects remaining with the principal. In broadly delegated Agency, the agent may be empowered to select the counterparty, determine the price, and formulate the contractual conditions. In litigation and certain procedural contexts, such an agent may consequently appear closer to the position of the contracting party, although the final proprietary and financial effects continue to accrue to the principal by virtue of the underlying Agency relationship.[33]

Subsection Three: The Relationship between the Representative and the Third Party

The effects of representation in contracting under Iraqi law are particularly evident in the relationship between the representative and the third party, since this is the level of the relationship encountered in the market and in everyday dealings. The third party often does not see the principal, but instead deals with an agent, manager, lawyer, or authorised employee and relies on the outward appearance of the authority exercised by that representative. Determining whether the third party must enforce rights against the principal or the representative, and whether the representative incurs personal liability, is therefore one of the most delicate questions addressed in Iraqi legal scholarship on representation and Agency.

The general rule under Iraqi civil law is that where the representative contracts within the scope of authority and discloses that the transaction is concluded in the name and for the account of the principal, the representative's relationship with the third party is direct only during negotiation and formation. As regards

29 Ibid., p. 12.

30 Zayn al-Din al-Juba'i al-'Amili (al-Shahid al-Thani), supra note 20, pp. 368-369.

31 Mohammed Hasan al-Najafi, supra note 12, Vols 27, p. 357.

32 Abu al-Qasim al-Khoei, supra note 22, p. 161.

33 Sayyid Mohammed Kazim al-Tabataba'i al-Yazdi, al-'Urwa al-Wuthqa (Qom: Islamic Publishing Foundation of the Society of Seminary Teachers, 1417 AH), p. 313.

contractual rights and obligations, the representative occupies a secondary position: the principal becomes the creditor and debtor vis-a-vis the third party, while the representative remains the legal means through which the principal's intention is expressed. Accordingly, the agent is not a party to a contract concluded in the principal's name unless otherwise agreed, and the third party may not demand contractual performance from the agent because the relevant obligations never arose in the agent's estate.[34]

Nevertheless, the representative's direct interaction with the third party during negotiations and formation creates a legally significant relationship. The third party's reliance is shaped by the representative's statements, the documents produced, and the apparent scope of authority. When the representative truthfully discloses the representative capacity and acts within the authority conferred by agreement, statute, or judicial decision, no personal contractual liability arises. Separate liability may, however, arise where the representative commits fraud, makes a fraudulent misrepresentation, or supplies false information concerning the subject matter of the transaction or the principal's legal position.[35]

In such circumstances, the representative's liability is ordinarily delictual rather than contractual. Its basis lies in the breach of the general duty not to cause wrongful harm to others, because the representative did not undertake the principal obligation personally but acted in another person's name.[36]

The relationship between the representative and the third party has similar importance under Iranian civil law. Articles 656 to 683 of the Iranian Civil Code establish a framework in which the agent is ordinarily an intermediary for expressing the principal's intention, while recognising that an independent legal position may arise in exceptional cases. These include exceeding authority, abusing an appearance of authority, the appointment of several agents, sub-Agency, and termination of the Agency while the third party remains unaware of that termination.

The starting point is the principle of relativity of contractual effects. A contract concluded by an agent within the scope of Agency and in the principal's name produces its principal effects between the principal and the third party. The agent does not become a party to the underlying contractual relationship where representative capacity and the identity of the principal are disclosed or otherwise apparent from the circumstances. This follows from Article 656, which defines Agency as authorising another to act on one's behalf, read together with Article 663, which prohibits the agent from acting beyond the authorised scope. Acts within authority are attributed to the principal; acts beyond authority do not bind the principal unless ratified.[37]

Even where a valid contractual relationship arises directly between the principal and the third party, the agent owes independent duties toward the third party. These include accurately disclosing the representative capacity and the limits of authority and refraining from deceptive conduct in negotiation and performance. Since a person who concludes a transaction is presumed to act for himself or herself unless the contrary is established, a person claiming representative authority must prove it through a valid instrument or reliable circumstances. Concealing limitations or claiming authority that does not exist may constitute deceptive inducement and may generate liability under Imami principles and the Iranian Civil Liability Act of 1339 SH.[38]

When the agent acts within authority and properly discloses that capacity, the third party ordinarily has no primary contractual claim against the agent for payment, delivery, or performance of the principal obligations. This does not exclude delictual liability where the agent commits an independent wrongful act that directly injures the third party, such as negligently handling property during delivery or supplying materially inaccurate information concerning the subject matter of the contract.

Where the agent exceeds authority—for example, by selling property when authorised only to lease it, selling below an expressly fixed or manifestly reasonable price without justification, or enlarging the

34 Jasim Lafta Salman al-'Ubaydi, al-Niyaba 'an al-Ghayr fi al-Tasarruf al-Qanuni [Representation of Another in Juridical Acts] (Baghdad: College of Law, University of Baghdad, 1991), p. 145.

35 Abd al-Razzaq Ahmad Al-Sanhuri,. Al-Wasit fi Sharh al-Qanun al-Madani, Part One: General Theory of Obligations – Sources of Obligations. Revised by Ahmad Midhat al-Maraghi. Alexandria: Mansha’at al-Ma‘arif, 2004, p. 149.

36 Ahmad 'Abd al-Husayn Kazim al-Yasiri, supra note, p. 69. The source details should be verified against the final bibliography because the full prior citation is not visible in the supplied section.

37 Maryam Aqa'i Bijistani and Arezu Fakhar, 'Jostari dar Mahiyyat va Athar-e Asil-e Penhan' [An Inquiry into the Nature and Effects of the Undisclosed Principal], Journal of Jurisprudence and History of Civilisation, vol. 6, no. 1 (Spring 1399 SH), p. 7.

38 Hadi Hajiyani, Huquq-e Namayandegi [Law of Representation], 1st ed. (Tehran: Danesh Negar Publications, 1386 SH), p. 110.

subject matter beyond the principal's permission—the excessive act is treated, under Iranian law and Imami jurisprudence, as an unauthorised transaction pending ratification. Ratification attaches the transaction to the principal and establishes the contractual relationship between principal and third party from the time of formation. Rejection prevents such a relationship from arising and may leave the third party with a claim against the agent who created the misleading appearance of broader authority. The Imami maxim that a person who deceptively induces another is liable provides an important basis for this result.[39]

Imami jurisprudence likewise begins from the proposition that Agency is a delegation in juridical action. The agent stands in the principal's place in matters capable of representation, forms the contract, and performs the relevant juridical acts so that the legal effect follows as though the principal had acted personally. This does not make the agent-third-party relationship irrelevant; rather, it forms part of a tripartite structure involving the principal as owner of the right, the agent as the person who forms and implements the transaction, and the third party as the counterparty.

The first rule is that the agent is not ordinarily a principal vis-a-vis the third party but acts as the principal's tongue and hand. Agency does not establish an independent contractual estate for the agent; it is a form of special permission. Accordingly, the contract formed through the agent is substantively a contract between the third party and the principal. Property leaves the principal's ownership and enters that of the third party, while the consideration owed by the third party is owed to the principal, unless a distinct basis shifts liability to the agent, such as misconduct, negligence, or deceptive inducement.[40]

A second rule concerns the agent's fiduciary possession. Imami jurists state that the agent is a trustee and is not liable except in cases of misconduct or negligence. Thus, where the third party delivers the sold property or the price to an authorised agent, the third party is ordinarily discharged by that delivery. If the property is later lost in the agent's possession without misconduct or negligence, the agent does not become a guarantor merely because of the loss; liability depends on proof that the agent departed from the standards of entrusted possession.[41]

The same fiduciary character affects questions of proof. Where the agent alleges loss or authorised expenditure, the agent's statement may be accepted subject to oath because the agent is a trustee and direct proof of every incident of loss may be difficult. Imami jurisprudence therefore treats the agent as personally liable to the third party only when there is a separate legal ground—particularly exceeding authority, misconduct, negligence, fraud, or deceptive inducement—rather than merely because the agent participated in forming or performing the contract.[42]

This understanding is further confirmed by the principal Imami authorities addressing the agent's non-personal liability and fiduciary status.[43] The same position is reflected in later juristic treatment of entrusted possession and proof.[44]

Subsection Four: Contracting with Oneself

Self-contracting occupies a particularly delicate position within the effects of representation under Iraqi civil law. It combines two apparently conflicting capacities in a single person: that of a representative acting for another and that of a contracting party pursuing a personal interest. The ordinary function of representation requires the representative to protect the principal's interest and to express the principal's will without allowing a personal interest to interfere. In self-contracting, however, one person controls both sides of the juridical act, acting simultaneously as offeror and offeree, either as representative of one party and principal on the other side, or as representative of both parties. Legal scholarship therefore regards this situation as one of the most serious applications of representation because it creates an acute risk of abuse of confidence and conflict of interest.

Iraqi scholarship has treated self-contracting as a practical model of conflict of interest within representation. Where a representative is authorised to sell the principal's property, purchase property for

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39 Aqa'i Bijistani and Fakhar, supra note 37, p. 4.

40 Zayn al-Din al-Juba'i al-'Amili (al-Shahid al-Thani), supra note 20, p. 369.

41 Yusuf ibn Ahmad al-Bahrani, al-Hada'iq al-Nadira fi Ahkam al-'Itra al-Tahira [The Flourishing Gardens on the Rules of the Pure Household] (Qom: Islamic Publishing Office of the Society of Seminary Teachers, 1405 AH), vol. 20, p. 73.

42 Zayn al-Din al-Juba'i al-'Amili (al-Shahid al-Thani), supra note 20, p. 388.

43 Abu al-Qasim al-Khoei, supra note 22, p. 153.

44 Sayyid Mohammed Kazim al-Tabataba'i al-Yazdi, supra note 33, p. 190.

the principal, or conclude a settlement on the principal's behalf, the representative's acquisition of that property personally, or sale of personal property to the principal without express authorisation or a specific legal basis, creates a strong presumption that personal interest may prevail over the principal's interest. The representative cannot ordinarily remain neutral in fixing the price or other contractual terms while simultaneously occupying the positions of seller and buyer, creditor and debtor.[45]

Iraqi law consequently proceeds from a general tendency against self-contracting by a representative, subject only to narrow exceptions. Although the Civil Code does not state this prohibition in a single comprehensive provision, the rule appears in several provisions of the Civil Code and special legislation. Certain representatives and fiduciaries—including agents, company managers, officials entrusted with compulsory sales, guardians, tutors, curators, and judicial custodians—are prohibited from purchasing property entrusted to their administration or sale, whether directly or through an intermediary acting on their behalf. They are likewise prevented from entering into transactions that confer a personal benefit at the expense of those whom they represent.[46]

Iranian law addresses self-contracting through Agency and other forms of legal representation, including guardianship, curatorship, and trusteeship. The issue presents conflict of interest in its clearest form because the same person has a personal stake in the transaction while also owing a duty to protect another person's interest. The Iranian Civil Code does not impose a single general and absolute prohibition; instead, it regulates the matter through dispersed provisions derived substantially from Imami jurisprudence.

At the general level, Iranian contract law permits offer and acceptance to emanate from one natural person where that person validly occupies two distinct legal capacities. The decisive requirement is plurality of juridical positions rather than plurality of physical persons, together with valid consent, a lawful subject matter, and a lawful basis. Nevertheless, where the legislature identified a serious danger of exploitation, it adopted specific prohibitions. Article 1240 of the Iranian Civil Code provides that a curator may not, in that capacity, contract with himself: the curator may neither transfer the minor's property to himself nor transfer his own property to the minor. The provision protects the incapacitated person against the direct conflict inherent in the curator acting simultaneously as seller and buyer, or lessor and lessee.[47]

Article 1241 reinforces this protective approach by restricting a curator's sale or mortgage of immovable property and transactions that would make the curator a debtor of the incapacitated person. Such transactions require observance of the ward's best interest and approval by the competent public authority. These provisions offer a clear legislative model: prohibition is the governing rule in legal representation, while any exception is narrowly confined by substantive benefit and external supervision.[48]

In consensual Agency, Article 656 defines Agency as a contract by which one party authorises another to perform an act on the former's behalf. The definition does not itself resolve every form of self-contracting, but it frames the inquiry by making the agent's authority derivative and purpose-bound. An agent who makes himself the counterparty moves beyond ordinary execution of the mandate and enters a field where express authority and preservation of the principal's interest become indispensable.

Imami jurisprudence treats self-contracting as one of the most complex consequences of Agency, guardianship, and curatorship. A single person combines opposing legal capacities: personal ownership or liability on one side, and representation of another on the other. The central question is whether plurality of legal capacities is sufficient to overcome the apparent unity of the contracting person, and how the requirements of benefit, absence of suspicion, and protection of the principal or ward are to be secured. The issue is therefore analysed in connection with the broader rules that Agency is a delegation in juridical action, that the agent is a fiduciary who is liable only for misconduct or negligence, that the agent must remain within the authorised limits, and that substitution is impermissible without express or implied permission.[49]

As a matter of formation, Imami jurists generally accept that offer and acceptance need not always issue from two different natural persons; plurality of juridical capacities may suffice. They have accordingly

45 Jamal Mursi Badr, supra note 15, p. 287.

46 Ali Abd al-'Ali Khushan al-Asadi, Ta'aqud al-Shakhs ma'a Nafsih: Dirasah Muqaranah [Self-Contracting: A Comparative Study] (Babylon: University of Babylon, College of Law, 2004), vol. 1, p. 95.

47 Masoumeh Zomorodi, supra note 28, p. 8.

48 Abbas Karimi and Sajjad Qasemi, 'Conflict of Interest in Juridical Acts Concluded by a Representative,' Private Law, vol. 21, no. 2 (2024), p. 6.

49 Mohammed Hasan al-Najafi, supra note 12, Vol 27, p. 382.

accepted, in a number of contexts, that one person may represent both parties, particularly where clearly authorised. In marriage, for example, a single agent may pronounce the offer and acceptance for both spouses. Al-Shahid al-Thani explains that the required difference between offeror and offeree may be satisfied conceptually through distinct legal capacities. He nevertheless distinguishes express permission from a merely general mandate: although an agent may act for both sides when specifically authorised, a general authorisation does not necessarily permit the agent to contract personally with the principal. He regarded the view favouring restraint as stronger because of the relevant juristic authorities and the evident risk of partiality.[50]

The principal form of self-contracting arises where one person is principal on one side and agent on the other: the agent sells the principal's property to himself, purchases personal property for the principal, leases himself to the principal, or leases the principal's property to himself. Imami jurists approach this form cautiously because the agent's personal interest directly conflicts with the duty owed to the principal. The prevailing tendency is that such a transaction is not permitted unless supported by an express and specific authorisation, or by an unequivocal contextual indication of the principal's consent, while the principal's benefit must remain protected and the transaction must be free from unfairness or exploitation.[51]

Agency is a limited authorisation to transact for the principal's benefit; it does not make the agent owner of the principal's property or confer unrestricted control. The authority ordinarily operates within the market value and customary tolerance of the mandate. By making himself the contractual counterparty, the agent moves from fiduciary administration into personal profit-making, which requires a distinct legal basis. Accordingly, many Imami jurists maintain that an agent may not buy for himself what he was authorised to sell, or sell personal property to the principal, without special permission. Even where permission exists, the transaction remains subject to the requirements of the principal's demonstrable benefit and absence of prejudicial conflict.[52]

Subsection Five: Similarities and Differences of the Effects of Representation in Contracting Between Iraqi Law, Iranian Law, and Imami Jurisprudence

This subsection provides a comparative assessment of the effects of representation in contracting under Iraqi law, Iranian law, and Imami jurisprudence. It identifies the structural elements shared by the three systems and then examines the points at which their legislative techniques, doctrinal foundations, and practical consequences diverge.

Part One: Similarities of the Effects of Representation in Contracting Between Iraqi and Iranian Law and Imami Jurisprudence

A careful reading of the rules governing representation in contracting under the Iraqi Civil Code, the Iranian Civil Code, and Imami jurisprudence demonstrates that, notwithstanding differences in legislative formulation and doctrinal detail, the three systems converge on several foundational propositions. First, each recognises the legitimacy of representation in juridical acts: a person may place another in his or her position for the purpose of concluding contracts and other acts that the principal is legally entitled to perform personally. Representation is therefore treated not as an exceptional anomaly but as an indispensable mechanism of contemporary legal and commercial dealings.[53]

A second point of convergence concerns the internal relationship between principal and representative. Iraqi law, Iranian law, and Imami jurisprudence all base this relationship on authorisation, confidence, and fiduciary responsibility. The agent or representative is treated as a fiduciary rather than as an independent owner of the property or obligation involved. Iraqi law requires the principal to enable proper performance by supplying documents and instructions, while requiring the agent to remain within the mandate, protect the principal's interest, and exercise the care of an ordinarily prudent person. Iranian law imposes parallel duties of loyalty, observance of authority, preservation and restitution of the principal's property, and accounting. Imami jurisprudence similarly characterises the agent as a trustee who is liable

50 Zayn al-Din al-Juba'i al-'Amili (al-Shahid al-Thani), supra note 20, p. 384.

51 Sayyid Mohammed Kazim al-Tabataba'i al-Yazdi, supra note 33, p. 186.

52 Abu al-Qasim al-Khoei, supra note 22, p. 159.

53 Mohammed Jundi al-Sabri, Al-Niyabah fi al-Tasarrufat al-Qanuniyyah [Representation in Juridical Acts] (Amman: Dar al-Thaqafah, 2012), p. 21.

only for misconduct or negligence and as the principal's tongue and hand in the execution of the transaction.[54]

The three systems also share the central consequence of valid representation: where the representative concludes a contract within the scope of authority, the resulting rights and obligations are attributed directly to the principal in relation to the third party. Each system distinguishes, in substance, among the internal relationship between principal and representative, the external relationship between principal and third party, and the representative's possible liability toward the third party in cases of excess of authority, deception, or detrimental reliance.[55] They further converge on the rule that an act performed without authority, or beyond its limits, does not bind the principal unless subsequently ratified. Ratification validates the act and attributes its effects to the principal from the legally relevant time. This is the doctrine of the unauthorized transaction developed extensively in Imami jurisprudence and adopted in Iranian law, while Iraqi legal analysis reaches a substantially similar result in cases of excess of Agency authority.[56]

A further similarity lies in the revocable and personal character of Agency. In all three systems, the relationship depends on continuing authority and legal capacity. The death or insanity of the principal or agent ordinarily terminates the Agency and ends the representative's authority, unless a distinct legal basis supports continuation.[57]

The systems likewise share a cautious approach to self-contracting. Iraqi law, Iranian law, and Imami jurisprudence all recognise that a representative's contracting with himself presents an acute conflict of interest. The prevailing rule is prohibition, suspension, or strict limitation unless there is clear special authority, demonstrable benefit to the principal, and adequate protection against unfairness.They also share, through different doctrinal instruments, a concern for the protection of a good-faith third party. [58]Iraqi law employs concepts of apparent authority and non-opposability of undisclosed termination; Iranian law relies more heavily on unauthorized transaction, deceptive inducement, and civil liability; and Imami jurisprudence draws on the maxims of no harm, deceptive inducement, and secondary legal considerations.[59] In each system, the law must balance protection of the principal from unapproved obligations against protection of the third party who reasonably relied on the appearance of authority

Finally, the three systems treat representation as more than a formal technique. Their rules are closely connected with fiduciary values, honesty, good faith, and the responsible exercise of delegated authority.[60]

Part Two: Differences of the Effects of Representation in Contracting Between Iraqi and Iranian Law and Imami Jurisprudence

The differences among Iraqi law, Iranian law, and Imami jurisprudence appear in the characterisation of the internal relationship, the scope of the representative's independence, the consequences of excess or absence of authority, the protection of good-faith third parties, substitution of agents, self-contracting, and certain personal juridical acts.[61] The first major difference concerns the theoretical characterisation of the relationship between principal and representative. Iraqi civil law gives the relationship a pronounced contractual character and, in many applications, emphasises reciprocal obligations and contractual liability. The required standard is generally that of the ordinarily prudent person, with heightened care in remunerated or professional Agency. Iranian civil law, by contrast, treats Agency primarily as a permissive contract founded on continuing authorisation and personal confidence. Its effects are strongly informed by

54 Sami Jabir Abd Allah, Al-Wakalah fi al-Qanun al-Madani al-'Iraqi: Dirasah Muqaranah [Agency in the Iraqi Civil Code: A Comparative Study] (Amman: Dar al-Thaqafah, 2012), p. 74.

55 Hussein Ali Saud and Mohammad Sadeghi ,Op. cit., p. 256.

56 Jasim Laftah Salman al-'Abudi, supra note 34, p. 201.

57 Ali Akbari al-Haydari, Al-Nazariyyah al-Fiqhiyyah lil-Wakalah wa-al-'Aqd al-Fuduli [The Juristic Theory of Agency and the Unauthorized Contract] (Baghdad: Dar al-Kutub al-Qanuniyyah, 2017), p. 157.

58 Mohammed Reza Ranjbar, 'The Nature of Sub-Agency and the Effect of the Death of One Agent in Imami Jurisprudence and Iranian Law,' Private Law Thought Quarterly (1392 SH), p. 69.

59 Mohammed Al-Sayyid Faris, 'Self-Contracting between Theory and Practice,' Journal of Law and Economics, Faculty of Law, Cairo University (2019), p. 112.

60 Fatimah Al Musawi, Vekalat-e Zaheri va Hemayat az Sales ba Hosn-e Niyyat dar Hoquq-e Iran va Feqh-e Emamiyyah [Apparent Agency and Protection of the Good-Faith Third Party in Iranian Law and Imami Jurisprudence] (Master's thesis, Shahid Beheshti University, 1398 SH), p. 88.

61 Sayyid Abu al-Qasim Naghibi, Husayn Firuzi, and Sayyid Hamid Ahmadi, 'The Position of Good Faith in the Contract of Agency,' Civil Law Knowledge (1392 SH), p. 41.

Imami doctrines concerning permission, unauthorized transactions, and deceptive inducement. Imami jurisprudence goes further in treating Agency first and foremost as a permissive delegation: the agent is a fiduciary and becomes liable only upon misconduct or negligence, while death, insanity, or similar incapacity ordinarily extinguishes the authority by operation of law.[62]

A second difference concerns the representative's independence and the identification of the person who occupies the operative position of contracting party. Iraqi law ordinarily keeps the principal at the centre of the contractual relationship and treats the agent as an intermediary, even where authority is broad. It does not systematically adopt the Imami model of the broadly empowered agent who may, for certain procedural and transactional purposes, be treated as the effective seller or buyer. Imami jurisprudence recognises this model more explicitly and may attribute to the broadly delegated agent such incidents as the option of the contractual session and the capacity to litigate personally against the counterparty, while the ultimate proprietary consequences remain attributable to the principal.[63]

The systems also differ in their treatment of acts performed beyond authority. Iraqi law gives greater attention to whether the third party knew of the excess, whether the principal created or maintained an appearance of broader authority, and whether apparent or undisclosed Agency justifies attribution of some consequences to the principal, followed by an internal claim against the agent. Iranian law generally returns the issue to the doctrine of the unauthorized transaction: the act remains suspended pending ratification and no contractual relationship arises between principal and third party before approval. Protection of the third party is then primarily sought through civil liability and deceptive-inducement rules rather than through a fully autonomous doctrine of apparent authority. Imami jurisprudence adopts the same basic insistence on the principal's permission or ratification and gives decisive importance to the owner's consent.64

Another difference concerns the degree to which protection of the good-faith third party is codified when Agency has terminated through revocation, death, or another cause. Iraqi doctrine is more receptive to apparent-authority analysis and to limiting the principal's ability to invoke an undisclosed termination against a third party who reasonably relied on the continuing appearance of authority. Iranian law and Imami jurisprudence provide protection more indirectly through liability, deceptive inducement, and harm-prevention principles.[65]

The systems also differ in their conception of sub-Agency and delegation. Iraqi law tends to preserve the relationship between the principal and the original agent, while making the sub-agent primarily accountable to the first agent internally and preserving the original agent's responsibility for proper selection and supervision. Iranian law, influenced by Imami jurisprudence, may treat the duly authorised sub-agent as an agent of the principal directly.[66] It further distinguishes sub-Agency from delegation of authority, under which the original agent transfers the power to another and may leave the relationship. These distinctions affect both the attribution of contractual effects and the allocation of liability.[67]

Differences become particularly pronounced in self-contracting. Iraqi law approaches it as a paradigmatic conflict of interest but regulates the prohibition through dispersed provisions rather than a single comprehensive rule. Iranian law offers a clearer statutory prohibition in the field of curatorship and subjects exceptional transactions to the ward's benefit and public-prosecutorial approval. Iranian doctrine also tends to treat an unauthorised self-contract as suspended pending ratification. Imami jurisprudence bases the restriction on fiduciary duty and the requirement of demonstrable benefit, often maintaining that even express permission is insufficient where the transaction is exploitative or prejudicial.

A final difference concerns the scope of representation in personal verbal juridical acts, especially

62 Abd al-Razzaq Ahmad al-Sanhuri, Al-Wasit fi Sharh al-Qanun al-Madani [The Intermediate Commentary on Civil Law], vol. 7 (Alexandria: Mansha'at al-Ma'arif, 2004), p. 425.

63 Nasser Katouzian, Qava'ed-e Omumi-ye Qarardadha [General Rules of Contracts], vol. 4 (Tehran: Sherkat-e Sahami-ye Enteshar, 1385 SH), p. 97.

64 Shaykh Murtada al-Ansari, Al-Makasib [The Book of Transactions], vol. 3 (Qom: Islamic Publishing Institution, 1415 AH), p. 112.

65 Mohammed Amini and Ali Reza Fasihi-Zadeh, 'Unity or Multiplicity of the Scope of Authority and Observance of Interest in the Contract of Agency,' Legal Studies (1402 SH), p. 55.

66 Babak Masoudi Tafreshi, 'Apparent Agency in European Law and International Trade,' Bar Association (1387 SH), p. 23.

67 Najad-Ali Almasi and Mahsa Madani, 'Distinguishing Sub-Agency from Delegation of Agency: A Comparative Study in Jurisprudence and Iranian and English Law,' Comparative Law (Mofid Letter) (1393 SH), p. 101.

admissions and litigation. Taken together, these differences show that the three systems share the broad structure of representation but retain distinct legal personalities. Iraqi law is closer to comparative civil-law models and is relatively open to apparent authority and third-party protection. Iranian law combines strict Imami foundations concerning authorisation, unauthorised transactions, inducement, and capacity with a modern codified framework. Imami jurisprudence remains the principal doctrinal source, emphasising the permissive character of Agency, the centrality of the principal's consent, and the controlling standards of fiduciary responsibility and benefit.[68]

Results

1. The three systems agree that representation substitutes the representative's legally operative intention for that of the principal and attributes the contractual effects to the principal. Iranian law, however, comes closer to formulating general rules, Iraqi legislation distributes the relevant provisions across several legal sources, and Imami jurisprudence provides the broadest theoretical foundation through permission and the principle of dominion.

2. Iranian law expressly begins from the presumption that a person contracts for himself and that representation requires disclosure or proof. This is close to Imami jurisprudence, which requires an intention to attribute the act to the principal and observance of the limits of permission. Iraqi law recognises the principle, but its treatment of disclosure and its consequences is less unified.

3. Where authority is exceeded, Iranian law and Imami jurisprudence converge in treating the transaction as suspended pending the principal's ratification and in allowing liability of the representative for deceptive conduct. Iraqi law likewise generally denies enforceability without ratification, but the representative's liability toward the third party is less systematically regulated in some situations.

4. The internal relationship between principal and representative is generally contractual, and a representative who discloses the representative capacity does not ordinarily become a contractual party vis-a-vis the third party. Iranian law and Imami jurisprudence, however, distinguish more clearly between attribution of the contract to the principal and the representative's independent delictual liability for fraud or wrongful conduct.

5. Self-contracting is the most sensitive application of representation. Imami jurisprudence generally requires express authority and demonstrable benefit; Iranian law imposes strong restrictions, particularly in curatorship; and Iraqi law tends toward prohibition through partial and dispersed rules rather than a unified general provision.

Recommendations

1. The Iraqi legislature should adopt a unified chapter of general rules on representation in contracting, consolidating the currently dispersed provisions and clearly regulating attribution of effects, the scope of authority, and the consequences of its breach.

2. Disclosure of representative capacity and the scope of authority should be strengthened in significant transactions, together with statutory presumptions protecting good-faith third parties where the representative's status is ambiguous or undisclosed.

3. Iraqi legislation should expressly regulate the representative's liability toward a third party where authority is falsely asserted or exceeded, including compensation for loss caused by reasonable reliance, while preserving the rule that the principal is not bound beyond consent or ratification.

4. More rigorous controls should govern self-contracting, including prior and express authorisation, verification of the principal's benefit and absence of unfairness, and preventive judicial or administrative supervision over transactions concluded by representatives of minors and legally incapacitated persons....

REFERENCES

Linguistic and Terminological Works

1. Abu Jayb, Sa'di. Al-Qamus al-Fiqhi Lughatan wa-Istilahan [The Juristic Dictionary: Language and Terminology]. Damascus: Dar al-Fikr, 1988.
2. Al-Shartuni, Sa'id al-Khuri. Aqrab al-Mawarid fi Fusah al-'Arabiyyah wa-al-Shawarid [The Nearest Resources in Standard Arabic and Rare Expressions]. Vol. 5. Beirut: Dar al-'Ilm lil-Malayin, 1996; Ma'luf, Louis. Al-Munjid fi al-Lughah wa-al-A'lam [Al-Munjid Dictionary of Language and Proper Names]. Beirut: Dar al-Mashriq, 2008.

Imami Jurisprudential Works

3. Al-Ansari, Shaykh Murtada. Al-Makasib [The Book of Transactions]. Vol. 3. Qom: Islamic Publishing Institution, 1415 AH.
4. Al-Bahrani, Yusuf ibn Ahmad ibn Ibrahim Al 'Usfur. Al-Hada'iq al-Nadirah fi Ahkam al-'Itrah al-Tahirah [The Radiant Gardens on the Rules of the Pure Progeny]. Vol. 20. Qom: Islamic Publishing Office, 1405 AH.

68Abd Allah Jabbar Khudayr, 'Civil Liability of the Apparent Agent: A Comparative Study of Iraqi and Iranian Law,' Journal of Al-Iraqia University (2025), p. 1.

5. Al-Hakim, Muhsin. Mustamsak al-'Urwah al-Wuthqa [Commentary on al-'Urwah al-Wuthqa]. Vol. 13. Najaf: Matba'at al-Adab, 1390 AH.
6. Al-Kashif al-Ghita', Mohammed Hussein ,Tahrir al-Majallah [Critical Commentary on the Majallah]. Vol. 4. Qom: World Forum for Proximity of Islamic Schools of Thought, 2005.
7. Al-Khoei, Abu al-Qasim al-Musawi. Misbah al-Fiqahah [The Lamp of Jurisprudence]. Vol. 2. Najaf: Haydari Publications, 1374 SH.
8. Al-Khunsari, Ja'far al-Musawi. Jami' al-Madarik fi Sharh al-Mukhtasar al-Nafi' [Comprehensive Perceptions in Commentary on al-Mukhtasar al-Nafi']. Vol. 6. Qom: Al al-Bayt Foundation for the Revival of Heritage, 1990.
9. Al-Khunsari, Sayyid Ahmad ibn Yusuf. Jami' al-Madarik fi Sharh Mukhtasar al-Nafi'. Vol. 3. Qom: Isma'iliyan Foundation, 1405 AH.
10. Al-Najafi, Mohammed Hasan. Jawahir al-Kalam fi Sharh Shara'i al-Islam [Jewels of Discourse in Commentary on the Laws of Islam]. Vols. 22 and 27. Beirut: Dar Ihya' al-Turath al-'Arabi, 1404 AH.
11. Al-Shahid al-Thani, Zayn al-Din al-Juba'i al-'Amili. Al-Rawdah al-Bahiyyah fi Sharh al-Lum'ah al-Dimashqiyyah [The Splendid Garden in Commentary on the Damascene Lum'ah]. Vol. 4. Qom: Davari Bookshop, 1410 AH.
12. Al-Yazdi, Sayyid Mohammed Kazim al-Tabataba'i. Al-'Urwah al-Wuthqa [The Firm Bond]. Qom: Islamic Publishing Institution, 1417 AH.

Arabic Legal Books

13. Al-'Abudi, Jasim Laftah Salman. Al-Niyabah 'an al-Ghayr fi al-Tasarruf al-Qanuni [Representation of Another in Juridical Acts]. Vol. 1. Baghdad: College of Law, University of Baghdad, 1991.
14. Al-Asadi, Ali Abd al-'Ali Khushan. Ta'aqud al-Shakhs ma'a Nafsih: Dirasah Muqaranah [Self-Contracting: A Comparative Study]. Vol. 1. Babylon: University of Babylon, College of Law, 2004.
15. Al-Fatlawi, Sa'id Mubarak, Sahib Taha, and al-Mulla Hawish. Al-Mujaz fi al-'Uqud al-Musammah fi al-Qanun al-Madani al-'Iraqi [A Concise Account of Nominate Contracts in the Iraqi Civil Code]. Vol. 2. Baghdad: Dar al-Kutub al-Qanuniyyah, 2009.
16. Al-Sanhuri, Abd al-Razzaq Ahmad. Al-Wasit fi Sharh al-Qanun al-Madani, Part One: General Theory of Obligations – Sources of Obligations. Revised by Ahmad Midhat al-Maraghi. Alexandria: Mansha'at al-Ma'arif, 2004.
17. Al-Haydari, Ali Akbari. Al-Nazariyyah al-Fiqhiyyah lil-Wakalah wa-al-'Aqd al-Fuduli: Dirasah Tahliliyyah Muqaranah [The Juristic Theory of Agency and the Unauthorized Contract]. Baghdad: Dar al-Kutub al-Qanuniyyah, 2017.
18. Al-Sanhuri, Abd al-Razzaq Ahmad. Al-Wasit fi Sharh al-Qanun al-Madani [The Intermediate Commentary on Civil Law]. Vol. 7. Alexandria: Mansha'at al-Ma'arif, 2004.
19. Al-Sabri, Mohammed Jundi. Al-Niyabah fi al-Tasarrufat al-Qanuniyyah [Representation in Juridical Acts]. Amman: Dar al-Thaqafah, 2012.
20. Al-Wakil, Shams al-Din. Durus fi al-'Aqd [Lessons in Contract]. Cairo: Dar al-Nahdah al-'Arabiyyah, 2000.
21. Badr, Jamal Mursi. Al-Niyabah fi al-Tasarrufat al-Qanuniyyah: Tabi'atuha wa-Ahkamuha wa-Tanazu' al-Qawanin fiha [Representation in Juridical Acts: Nature, Rules, and Conflict of Laws]. Cairo: Egyptian General Book Authority, 1980.
22. Husani, Mahmud Najib. Qanun al-'Uqubat: al-Qism al-'Amm [Criminal Law: General Part]. Cairo: Dar al-Nahdah al-'Arabiyyah, 1982.
23. Jundi, Mohammed Sabri. Al-Niyabah fi al-Tasarrufat al-Qanuniyyah: Dirasah fi al-Tashri'at wa-al-Fiqh al-Islami min Manzur Muwazan [Representation in Juridical Acts: A Comparative Study of Legislation and Islamic Jurisprudence]. Amman: Dar al-Thaqafah, 2012.
24. Khalid Sami Abd al-Rahman. Sharh Qanun Ri'ayat al-Qasirin Raqm 78 li-Sanat 1980 [Commentary on the Minors' Welfare Law No. 78 of 1980]. Baghdad: Dar al-Jami'ah, 2010.
25. Sami Jabir Abd Allah. Al-Wakalah fi al-Qanun al-Madani al-'Iraqi: Dirasah Muqaranah [Agency in the Iraqi Civil Code: A Comparative Study]. Amman: Dar al-Thaqafah, 2012.
26. Al-Zuhayri , Hussein. Sharh Qanun al-Ahwal al-Shakhsiyyah al-'Iraqi [Commentary on the Iraqi Personal Status Law]. Baghdad: Dar al-Thaqafah al-Qanuniyyah, 2005.

Arabic Journal Articles

27. Saud, Hussein Ali, and Mohammad ,Sadeghi. "Representation in Contract and Its Effects on the Parties to the Contract." Kufa Journal of Arts, University of Kufa, vol. 1, no. 56 (2023)
28. Faris, Mohammed al-Sayyid. 'Self-Contracting between Theory and Practice.' Journal of Law and Economics, Faculty of Law, Cairo University, 2019.
29. Khudayr, Abd Allah Jabbar. 'Civil Liability of the Apparent Agent: A Comparative Study of Iraqi and Iranian Law.' Journal of Al-Iraqia University, 2025.

Persian Legal Books

30. Imami, Sayyid Hasan. Huquq-e Madani [Civil Law]. Vol. 2. Tehran: Islamiyyah, 1376 SH.
31. Hajiyani, Hadi. Hoquq-e Namayandegi [Law of Representation]. 1st ed. Tehran: Danesh Negar, 1386 SH.
32. Katouzian, Nasser. Qava'ed-e Omumi-ye Qarardadha [General Rules of Contracts]. Tehran: Sherkat-e Sahami-ye Enteshar, 1385 SH.
33. Mansur, Jahangir. Qanun-e Madani [Civil Code]. 20th ed. Tehran: Nashr-e Didar, 1383 SH.

Persian Theses and Dissertations

34. Musawi, Fatimah. Vekalat-e Zaheri va Hemayat az Sales ba Hosn-e Niyyat dar Hoquq-e Iran va Feqh-e Emamiyyah [Apparent Agency and Protection of the Good-Faith Third Party in Iranian Law and Imami Jurisprudence]. Master's thesis, Shahid Beheshti University, 1398 SH.

Persian Journal Articles

35. Aghaei Bejestani, Maryam, and Arezu Fakhar. 'An Inquiry into the Nature and Effects of the Undisclosed Principal.' Journal of Jurisprudence and History of Civilization 6, no. 1 (1399) SH.
36. Amini, Mohammed, and Ali Reza Fasihi-Zadeh. 'Unity or Multiplicity of the Scope of Authority and Observance of Interest in the Contract of Agency.' Legal Studies, 1402 SH.
37. Bagheri Varzaneh, Abd Alah, and Sediqeh Hatami. 'Re-examination of the Juristic and Legal Nature and Legitimacy of Self-Contracting.' Foundations of Islamic Law 13, no. 25 (1399) SH.
38. Imani Najad-Ali Almasi and Mahsa Madani. 'Distinguishing Sub-Agency from Delegation of Agency: A Comparative Study in Jurisprudence and Iranian and English Law.' Comparative Law (Mofid Letter), 1393 SH.
39. Karimi, Abbas, and Sajjad Qasemi. 'Conflict of Interest in Juridical Acts Concluded by a Representative.' Private Law 21, no. 2 (2024).
40. Masoudi Tafreshi, Babak. 'Apparent Agency in European Law and International Trade.' Bar Association, 1387 SH.
41. Naghibi, Sayyid Abu al-Qasim, Husayn Firuzi, and Sayyid Hamid Ahmadi. 'The Position of Good Faith in the Contract of Agency.' Civil Law Knowledge, 1392 SH.
42. Parchin, Farid Mohammed, 'The Subject-Matter Scope and Nature of Agency in Iranian Law.' Journal of New Achievements in Human Sciences Studies 1, no. 5 (2017).
43. Ranjbar, Mohammed, Reza , 'The Nature of Sub-Agency and the Effect of the Death of One Agent in Imami Jurisprudence and Iranian Law.' Private Law Thought Quarterly, 1392 SH.
44. Sarkhosh, Jawad, and Mohammed, Jawad Basirati. 'General Rules Governing Permissive Contracts in Imami Jurisprudence and Iranian Law.' Islamic Jurisprudence and Law Research Quarterly 7, no. 25 (1397 SH).
45. Zomorodi, Masoumeh. 'The Legal Nature of an Agent's Self-Contracting.' Journal of Jurisprudence, Law and Criminal Sciences, no. 35 (1404 SH)..