



Losses resulting from the non-profit Consumer demand

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ABSTRACT

In Clause 2, Article 515 of the Civil Procedure Code states that: (losses resulting from the loss of profit is not charged), but must apply the provisions of this clause binds us together and other materials mentioned in the Civil Code requires that we profit to be usurped by the same sponsor usurper addition and non-Exchequer ranging interests as well as many scholars believe But if not usurped by non-profit but to prevent rubbing the owner of vindication of benefits, such as \ "without being in someone's home to prevent the usurpation of the owner quartered in your home or prevent the businessman at attend to the business, according to this clause losses from non-profit seedlings can not claim,

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Introduction

Sometimes the loss of profit due to the forcible seizure or detention must be proven. Like that \ "not rub sell the property prices fall, or not to ride quartered in his house or well water streams to be dredged, or a human being to be in place to prevent Gobies your business the present study is to obtain reasonable profit. the above examples are all examples of non-profit.

In this article should investigate whether the loss of profit is absolutely harmless, if not loss of profit by the rule can be stated that the compensation should be provided? Other rustics do not claim to be the profit? And if there is no loss of profit or loss if the examples, but the sentence can not rule out the necessity of preparation and compensation, whether by law or another reason, you can judge to guarantee the non-profit, and finally the means resorting to Clause 2, Article 515 of the Civil Procedure Code is correct or not? First, Clause 2, Article 515 of the Civil Procedure Code (Damage caused by the loss of profit is not charged.)

Second, Article 267 of Civil Procedure Code 9

(... Losses arising from the non-profit s can not claim.) Comparing the two above it becomes clear that the losses are synonymous and used interchangeably them, but apparently \ "the authors' loss of profit due to procedural law, as is the loss of non-profit can not claim, as if the loss or damage is caused due to loss of profit, whereas this is not so and it seems that this is not just the composition of because they harm the interests of the two are contradictory terms and contrast two or contrast of the Queen and Queen conflict or confrontation in the first case, the conflict between the queen and the lack of it, in favor of the king and queen will be no loss of profit.

A loss of interest

It is obvious enlightened mystics meant to harm and benefit, common defects in the property, life and accident and to reverse the loss knows the growth in property and knows the health and fitness benefits. The word that impairment losses on property, harm, ill intensity and tightness have meant and have said it is against the interests of (1) all define some common examples are, what is important is whether the contrast of these two the term, reciprocity and non queen opposition and non-opposition Tzad.chh if it is absolutely essential loss of profit, why stay if the opposition is not to compensate for the loss of profit that may be necessary. If something is a chance that the trait is attributed to the presence and absence of the queen as the queen is 0, for example, human dignity is to be attributed to the quality of vision after vision is often

barren queen of their own queen 0 is that the profit after the queen's favor and not in favor of growing losses queen. Businessman and industrialist, who is the man in their work and in this way to win the favor of the queen profit and loss and lack of interest of the queen. So to say that the conflict is a conflict of interest and contrast loss of property may not be increased, not decreased is not correct, because traditionally and customarily give their property is to grow and profit rather than stagnant remain human dignity are is that the busy work and take benefit of their labor.

That seems to me a loss and two term mutual benefit and reciprocity between them and the queen is the queen opposition. Having said the above it becomes clear that the prohibition of acquisition of property or income, in other words non-profit human benefit, which is traditionally chance of instances of harm, so why should I stay? Is the rule or another rule can be provided in the necessity of judgment and compensation or not? The first part of the combined provisions of rule 0 The answer to the first part of this question requires that we no injury loss provisions combined noble mean? A 0 to know if the letter (la) the name is not the truth and the true nature rejects. In this tradition (LA) for rejection because the word (loss) entered a not, then it is true to say that the nature and reality as there is no loss. But will this not be true, because out there hurt really can not say after the loss is really and truly negated. So let's see what are the closest figurative to the literal. There are four words that will come as follows.

1. The prohibition of the denial of the will

The promise must (LA) Camel on Lai we know the staff and they will boycott the temporary injunction forbidding the rise in demand indicates the omission. According to this definition of God from people asked the current commission which caused losses to others are not, such as the verse (La went l and per Hajj) through the prohibition will then have to say and founder of Hajj has asked these actions leave during Hajj.

Death benefit study for prohibition of interest

If you are not barred from education, should prove beneficial to intermediaries, such as cars or home use does not, in this case, jurists and civil law not believe that the lack of interest on demand and content. Article 309 of the Civil Code states:

(When a person becomes the owner of the seized property own without the control of the property, but in case of loss is not the sponsor.)

So strong is this person is not usurping the cause of liability will not be realized, or to the property or interests with respect to it, unless another cause, such as loss or causality realized.

One might think the prohibition of acquisition of interest, however, has not been loss, but a deterrent to prohibit the acquisition of the interest due, loss of profits after causality liable for it. But this notion is not true, because causality principle is contents and provisions of other reasons. It must be satisfied so sure it's the same, and that is where the money will go to waste and waste fault and negligence is the cause or the legislator and the legislator regardless \ "rule would have had to guarantee, as in the case referred to in Article 343 The Islamic Penal Code, which provides that if one stone or wood to flood as it has brought with itself and take its place or another place that is like the first, or rather worse, sponsor or breath is wasted money. So if the owner of the property consequently lead sponsor, but the first will not be the death benefit guarantee. Ardabil comes from the research that they reflect on this issue, because after the judgment in the absence of guarantee, says: and then to contemplate the matter. That yes, to prevent rubbing and losses from the sale of the property after its owner, the non-receipt of his right to effective and has received no more but this right has not been proven that anyone who waste to prevent the receipt of injustice documentally his action although the is the guarantor However, the verdict is a reflection pause after it. Perhaps this is a way to reflect the requirement of the verse' to such liability, but this is also questionable, since it is unlikely that by resorting to verse' to a decision to guarantee non-receipt of interest and maybe pause mode refers to the rule The loss to negate the details of which shall have passed and said that Riyadh has agreed

Death benefit in humans

Jurists illegal detention a free man without practice and serve him and forced him to kill so he would not know the benefits liability and a fortiori if without him to the job Non detention and prison his interests will not be guaranteed, because jurists believe that the human body is not yours, it would guarantee the t iodine and consequently principle, interest and action is also under iodine in the human he can not dominate sell is so, then can not act and serve him non sell or rent it.

But this view is critical, because your rational entitled to wages for the days you know that you were unjustly detained or not they are in prison unjustly deprived of employment to their jobs, the ruling on the payment these days , the decision to guarantee non-profit under the new law will not be established whether this decision is compatible with logic and reason. Based on common sense and rational nature is a gift of God and God is true and it has to comply with the ruling.

Result

From what was said, it was the judgment of liability in favor of non-profit manner and thus cutting rationally and if we claim God also talk about liability with reasonably high have not said if the lawyer is a wise revulsion indicates lack of consent but also the legislator's conduct and therefore can not reasonably be claimed that the legislator so wise in the signed. It is surprising that jewelry to justify the lack of liability in the event of imprisonment businessman and craftsman says (with respect to comparable public jurists and are not allowed to guarantee interests, how our is based on the principles of respect mopping)

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