

ABSTRACT RESEARCH

CONTRACT DIVISION AND JURIDICAL EFFECTS UPON IT

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ABSTRACT RESEARCH OF CONTRACT DIVISION

In The Name Of Allah, The Most Gracious, The Most Merciful

Thanks for Allah, and peace and praying upon Mohammed, and upon all his campaigns, then after that,,,

In these papers, I am going to state an abstract complementary research prepared to have the Master Degree on the Higher Institute of Judiciary. I divided my research into introduction and two chapters in summery, as the following;

First: introduction

- The jurists named the contract into two subjects: one is private and public. Jurists are agreed that the private meaning has conventional contract, that is common.
- The jurists disagreed on some contract corners, and they agreed on the form is a contract corner. And they agreed on that the private contract requires (contractor and contracted), and they disagreed into two opinions, if there is corners or not.
- The basic in contracts is the permissibility and permission, and permissibility is the exception, that is limited.
- There is a difference between contract and congealment, not every contract is considered congealment, but there is no congealment without contract.

Second: first chapter

- The contract division, according to from into achieved contracts, and added contracted to future, and postponed contract, the fundamental in it is permission, unless three is a prohibited text.
- The contracts is divided according to person into the basic contract and the agent contract (there is difference between them).
- The contract roles has three basics;

First: The agent release the permission, so he has the right of contract to himself.

Second: The agent didn't release the permission, so he hasn't the right of contract to himself.

Third: the contractor release the agency, if the customs permits that to make the contract released, the contract may be stopped in case of not arriving at mutual wishes.

- Contracts are divided in terms of what it consists of a consensual contract to convene and hold a formal
- Ownership contracts are divided into two categories: trade-offs contracts, and contracts donation and that was one-sided as donations and netting contracts are divided into two parts: a purely contract netting and netting of contracts is purely.
- Judicial behavior in the land of two types: trade-offs and posts, such as selling and leasing. And posts; company property and company contracts. And enters the participation of Muslims in the capital house money, and the participation of people in the permissible and the two types are the origin of injustice.
- Scientists have divided the contracts to require contracts held by the capture of the weed or the validity or the transfer of ownership which does not require contracts and arrested.
- Ensure that it held after his arrest: the buyer and the agreement of losing it, but to ensure it held before the arrest, and after the contract; where otherwise there are two views.
- Divided in terms of the fact that the contracts held by financial or other support to the two, and financial contracts, and non-financial contracts, and financial contracts are of two types:
- Purely financial contracts, such as selling and leasing and peace and non-financial contracts purely like marriage and a tribute.
- Different scholars in the financial benefits; and to tell the public is considered a financial benefit, then at them the money may be appointed, and may be beneficial, and it is contrary to the proper tap.
- Contracts are divided in terms of ensuring damage, and is divided into two parts; contracts and contracts to ensure the secretariat.

- The reasons why the Secretariat held an insurance contract, is short: abuse and neglect and ignorance and custom and volunteered after the Secretary's commitment to guarantee the contract and interest and charges.
- Pay and security may meet and say the public is contrary to the faucet
- The division of contracts in terms of objectives and goals to seven contracts are contracts and ownership, contracts and projections, contracts and releases restrictions decades and decades and authentication of subscription contracts and contracts for conservation.
- III: Part II
- Contracts are divided in terms of health and invalidity, contracts to correct and incorrect and contracts signed in dispute Is Incorrect degrees, and is a single partition as the public is one contrary to the faucet.
- Contracts are divided in terms of force and whether or not to take decades and decades suspended.
- Divided in terms of the contracts and whether the necessary contracts for the crisis and award contracts
- Divided into option contracts as acceptance or otherwise into six sections
- Divided nature of contracts and whether or not to three sections, namely:
 1. Contracts do not fall only temporary; like rent and the truce and farmers
 2. Temporary contracts do not fall; such as selling and marriage and mortgage and endowment and gift and other.
 3. Contracts other than temporary, but accept temporarily, guardianship and loan and deposit and bare.
- Divided in terms of the contracts itself whether or not to the original contract, and hold collateral.
- Named contracts are: contracts that put her street name, and, among its provisions. The contracts are not labeled: the contracts that have not put the street has a name of its own and not between the provisions of a contract independently.
- The contractual terms of it being combined with other contracts or uniqueness to the individual contracts and contracts for vehicles.

- That the origin of complex contracts until the passport is the changer, but we must look to the vehicle in two decades, so that we can judge them and they are:
- I: consideration of the rule of each individual contract and we reported it in the preface that changes to contracts; What was forbidden is itself often makes the boat prohibited.
- II: consideration of the rule of contracts together, it may be permissible if it is a single, and if they deny a whole; such as the sale is permissible, but are denied if the ancestor met with him and so that it more simply, according to five controls, including the contract if the peace boat was permissible, God willing
- Avoidance is one of four things: the annulment of the marriage ruling, setting aside by the judiciary, annulment of one of the contractors, who has the right to terminate the contract.
- And here ends this brief discussion; ask God to wrap the pond and utility and acceptance, he listens and responds, and blessings of Allah be upon our master Muhammad and his family and companions.

" This translated papers is not a source for legitimacy rules, as a result of having any misunderstanding during translation..."