

23. Intaraprawat, P., & Steffensen, M. (1995). The use of metadiscourse in good and poor ESL essays. *Journal of Second Language Writing*, 4(3), 263–272.
24. Jalilifar, A., & Alipour, M. (2007). How explicit instruction makes a difference: Metadiscourse markers and EFL learners' reading comprehension skill. *Journal of College Reading and Learning*, 38(1), 127-148.
25. Jalilifar, A. R., & Shooshtari, Z. G. (2011). Metadiscourse Awareness and ESAP Comprehension. *Journal of College Reading and Learning*, 41(2), 53-74.
26. Jenkinson, R. (1998). *The discursial construction of identity in academic writing*. John Benjamins.
27. Karimi, L., Tabrizi, A. R. N., & Sadeghoghli, H. (2013). The effect of explicit instruction of metadiscourse awareness on developing Iranian EFL learners' reading comprehension and its relationship to the learners' memory. *International Journal of Linguistics*, 5(2), 262-273.
28. Kumpf, E. P. (2000) Visual metadiscourse: Designing the considerate text. *Technical Communication Quarterly*, 9(4), 401-424.
29. Lynch, B., & Hudson, T. (1991). EST Reading. In M. Celce-Murcia (Ed.), *Teaching English as a second or foreign language (2nd ed.)* (pp. 216–232). Boston: Heinle & Heinle Publishers.
30. Mauranen, A. (1993). *Cultural differences in academic rhetoric*. Frankfurt: Peter Lang.
31. Parvaresh, V., & Nemati, M. (2008). Metadiscourse and Reading Comprehension: The Effects of Language and Proficiency. *Electronic Journal of Foreign Language Teaching*, 5(2), 220–239.
32. Rasti, I. (2011). *Involving the reader in the text: Engagement markers in native and non-native student argumentative essays*. Unpublished Doctoral thesis, University of Liverpool.
33. Snow, C. E. (2002). *Reading for understanding: Toward an R&D program in reading comprehension*. Santa Monica, CA: RAND.
34. Stanovich, K. (1991). Changing models of reading and reading acquisition. In L. L. Reiben & C. A. Perfetti (Eds.), *Learning to read: Basic research and implications* (pp. 19-31). Hillsdale, NJ: Lawrence Erlbaum.
35. Tavakoli, M., Dabaghi, A., & Khorvash, Z. (2010). The Effect of metadiscourse awareness on L2 reading comprehension: A case of Iranian EFL learners. *English Language Teaching*, 3(1), 92-102.
36. Vande Kopple, W.J. (1985). Some exploratory discourse on metadiscourse. *College Composition and Communication*, 36, 82–93.
37. Williams, J. M. (1981). *Style: Ten Lessons in Clarity and Grace*. Chicago: University of Chicago Press.
- Zarrati, Z., Nambiar, R. M. K., & Massum, T. N. R. (2012). Effect of Metadiscourse on Reading Comprehension of Iranian EFL Learners. *The Southeast Asian Journal of English Language Studies*, 20(3), 27-38.

SETTLE DISPUTE METHODS IN DOMESTIC AND INTERNATIONAL MARITIME TRANSPORTATION

Marziyeh Sheikh Mohammadi,

Young Researchers and Elites Club-Phd student of law faculty- Islamic Azad University of Birjand, Iran

Msh.vakil@gmail.com

Dr Abraham Taghizadeh,

Assistant professor of law faculty- Islamic Azad University of Birjand, Iran

Taghizadeh@gmail.com

Alireza Ghane Dashti,

Master student student law faculty of Islamic Azad University Ilkhchi unit of Tabriz- Iran

Alifulkrum@gmail.com

Hadi Sheikh Mohammadi,

Master of art Educational Management faculty- Islamic Azad University of Garmsar, Iran

Hsh18181@gmail.com

Mohammad Ali sheikh Mohammadi,

Master Student faculty of Engineering - University of Eivanekey, Iran

Mash102030@gmail.com

Abstract. The rapid economic growth of Iran in the middle of the last century on the one hand and the large number of maritime trade exchanges between Iran and other countries on the other hand led to the Iranian legislator ratified the regulations on maritime transport, therefore, the Iranian Marine Law was approved in 1964. Although today, due to rapid industrial progress, most of the domestic and international transportation is carried out through air and land; the movement of passengers by sea, especially in short trips or sea voyages, is still a major contributor to domestic and international transport. Now, one of the questions that arises is that in the event of a dispute how it is resolved, which we will discuss in this study (both at the domestic and international levels).

Keywords: Contract, transport, carrier, convention, arbitration.

Research Method. This research is based on the theoretical type and is based on the collection of information in a type of library. The data collection tools are in the form of tabs, tables and databases and computer and satellite networks.

Analyzing of information is descriptive and analytical perspective.

Introduction. It should be acknowledged that international maritime organizations have been played a significant and effective role in promoting the international and domestic maritime law through the issuance of international maritime conventions and regulations and are relatively successful in reconciling the dispute resolution procedures. Countries that are in some way associated with maritime transport and have made massive or reasonable investments in this field, should use the best opportunities and methods to resolve maritime disputes by employing lawyers, judges to balance and enhance its maritime law system with the international community. In these procedures, as in other cases, the vast majority of similar systems, such as face-to-face talks, mediation, arbitration, and litigation are used. The cheapest and fastest solution to maritime disputes lies with face to face discussion of parties or their representatives. If the representatives or direct parties have specialized expertise in the disputed nature, they naturally will have a great deal of help in achieving a favorable and fair outcome.

Many maritime contracts explicitly refer to this method as a first direct move. This method is usually the least costly and shortest way to resolve disputes between parties. The next choice is the use of the method of conciliation or mediation. In this method, using the person or persons specializing in the subject of the dispute as an illness which is in the trust of both parties to the contract is common and dispute are being investigated and proceeded away from the judicial environment.

In fact, the mediator analyzes the issue and assesses the arguments of the parties, trying to clarify the position of the dispute and the advantages and disadvantages and the possibility of accepting or rejecting that argument and reasoning in the court, in the hope of helping the parties to finally end the controversy. Therefore, the mediator's goal is that the parties to the contract conclude that the benefits of friendly compromise are greater and better than the referral of the subject matter to the court. The mediator can be a maritime specialist lawyer or an expert specialist. It is noteworthy that the mediator should not have any guild affiliation or business with any party to the matter that the subject of goodwill is questioned.

The next conventional system is an arbitration method that is a common practice in international societies and is explicitly referred to as a method of dispute resolution in maritime contracts. The final method, which is costly and long, is the referral to the competent court, which in the absence of the outcome through the above methods inevitably turns to this method. After expressing the related definitions briefly, we will refer to the arbitration and competent court in the case of transport claims.

First topic: Definition of transport. Transportation is contract between the parties whose liability is also contractual.

Determining the type of transport contract and analyzing its nature is effective in recognizing the responsibility of the transportation carrier because the responsibility of the transportation carrier depends on the commitment made⁵.

For the time being, the contract for carriage is not merely a set of services provided by carriers in many countries. Although there are many similarities between the contract of carriage and service contracts, such as the lease, most legal systems consider carriage as a specific type of contract which needs its own rules. Some international conventions usually refer to the definition of a transportation contract in their first materials because this definition can affect the scope of the convention. For example, under the terms of clause 6 of Article 1 of the Hamburg Rules, the contract of carriage is: "... any contract by which the carrier in charge of paying a fare undertakes to carry goods by sea from one port to another port..".

Also, according to paragraph 1 of Article 1 of the CNNC Convention⁶: "The contract of carriage is any contract, of any kind, by which the carrier in charge of paying the fare undertakes to carry goods through the internal waterway" Clause 1 of Article 6 of the COTIF Convention on Rail Transport: The carrier, by concluding a contract of carriage, undertakes to carry goods in return for payment to the destination and delivery to the recipient". The common characteristic of all these definitions is the consistency of the nature of the freight contract. Whether a commitment to pay rent or wage is an integral part of the carriage contract is still a matter for reflection⁷. Contrary to the documents mentioned above, which provided the definition of the contract of carriage, the other conventions on the international carriage of goods do not define the contract of carriage. In the domestic legal systems, the contract of carriage is defined. Although the definition given in the domestic laws is largely similar to the definition given by conventions, it is not exactly the same. For example, in German law, the definition of a freight contract⁸, despite the similarity to the definition given in the conventions, is not precisely the definition of the contract of carriage, but is a summary of the obligations arising from a transport contract. Paragraph 1 of Article 407 of the HGB is stipulated⁹: "The contract for the carriage of goods entrusts the carrier with the carriage of goods to the agreed destination and delivery to the recipient." Also, according to paragraph 2 of this article, "the recipient has agreed to pay the agreed rent". In Netherland, Article 20, paragraph 8, of

⁵ Taghizadeh Baqi, Message, Legal nature of transportation and the responsibility of its carrier, Taali hoghough, Fourth Year, October, November, December and Dead, Nos. 12 and 13, 2011, p. 40.

⁶ The Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway of 22 June 2001..

⁷ Hoeks, Maria Anna Ida Henriëtte, Multimodal Transport Law (The law Applicable to the Multimodal Contract for the Carriage of Goods, Breda, The Netherlands, 2009, P. 26.

⁸ Frachtvertrag.

⁹ Handelsgesetzbuch (German Commercial Code).

the BW, the general definition of the carriage contract is as follows: "... a contract by which one party (carrier) undertakes to carry the objects to the other party (receiver)¹⁰". In this definition, contrary to the German law, there was no mention of any obligation to pay the rent. In Iranian law, various laws have taken into account the contract of carriage. For example, the Civil Code, in Article 513, describes the types of leases of individuals and has entrusted the transport as one of its types. According to this article, the traveler or the owner of the goods who benefit from the transportation service is a tenant and the transport operator is deemed to be the lender¹¹. In fact, the validity of the contract of carriage are subject to the same conditions as are necessary for the validity of other contracts. In this contract, the agent undertakes to perform the obligation under the contract, as prescribed customary and lawful. When the carrier enters into the obligation to carry the goods, he must keep the goods as an honest person and hand it over as soon as the owner or his agent requests it. In addition, the law of commerce also defines the contract of carriage¹². accordance with Article 377 of the Commercial Code, a contract of carriage is a contract that a party pays against the other, or receives a certain remuneration, for the carriage of certain items. In addition, in other specific rules, the transport contract is defined, which is better in any particular case, the same definition is preferred to general definition in civil law. In total, it can be said that the transport contract is a contract that is made by the consent of the parties without the need to comply with certain procedures such as lodging the goods or arranging the shipping documents. In the transportation contract, many explicit and implicit obligations are placed on the parties' side; most important, they carry goods from one point to another. This implied commitment to shipping is that the goods must be delivered in a safe and timely manner¹³. It can be defined as the obligation of one party (carrier) to carry goods to the other party (the recipient). The main obligations of the carrier are: (a) obligation to physically shift the goods from one place to another (agreed upon); (b) an obligation to deliver the goods in a proper condition; (c) an obligation to do business within a range Limited time. Among these three commitments, the movement of goods is the main objective of the carriage contract. Some believe that the movement of goods is the main purpose of the contract of carriage of goods, and if not, such a contract is not a contract of carriage. One of the important features of the transport contract is that it is the responsibility of the carrier to carry out an urgent journey. In fact, the operator carries out the contract of carriage for successful execution. However, the contract for the carriage of the contract is not in person. The carrier is allowed to use the other parties for the objective performance of the contract. Another feature of the carriage contract is that the carrier's commitment is a commitment to the outcome. In addition, the rules governing the responsibility of the carrier are among the rules and, therefore, "the carrier is generally not allowed to depart from the rules governing its liability to the owner of the goods."¹⁴

Second topic: Conventions governing maritime transport. The most important issues that arise in international trade relations in general and in the international trade of goods is the issue of transporting goods from one point to another that based on an agreement between the parties to the contract, the person who is responsible for the transportation of the goods and the payment of the relevant costs is determined. Progress in today's modern world shows that the transportation industry plays an indelible role in the global economy, which is regarded as one of the key pillars of the globalization of the economy. Of all types of transportations, its maritime type has a special place. Now, as we have already stated, there are several regulations in this regard on the international level that we will deal with.

First : The conventions before Rotterdam. The first attempt was made to determine the scope of the responsibility of the carrier in the final years of the 19th century. At the end of the nineteenth century, the requirement for the regulation of the maritime transport of goods in the United States was felt as the country most owned by the owner to the ship. The draft of such a law was first introduced in Congress in the autumn of 1892 by a member of Congress, Michael Hartre of Ohio. The plan, after passing various stages and reforms, was finally adopted by the congress on February 13, 1893, and it was the first law to lay down the liability of the carrier for damages to the goods¹⁵. Following the war, inspired by Hartar's regulations, rules were adopted that were approved by the Hague Convention and the International Law Committee of the Marine Commission in September 1921. Those provisions were not binding, and only by agreement between the ship owner and the sender, and if the ship owner did not agree on this, there was no choice for the sender. Consequently, under the pressure of the shippers, during the two other meetings in the years 1922-1923 and finally at the diplomatic conference in Brussels in August 1924, these regulations were adopted bindingly¹⁶. In fact, the Brussels Convention, known as the Hague Regulations, focussing on the delivery of shipping letters, was also welcomed fairly well, with more than 90 years being the most comprehensive maritime transportation convention. But "The Hague Rules" were revised under the "Brussels Protocol" (1968). Revised rules that are known as The Hague-Vizby Rules are

¹⁰ Burgerlijk Wetboek (Dutch Civil Code)

¹¹ Shahidi, Mahdi, Collisions of Civil and Commercial Laws in the Contract of Carriage, Collection of Legal Articles, Majd, First Edition, 2006, p. 250.

¹² Akhlagi, Behrooz, A discussion of the legal nature of contracts, transportation from the point of view of trade law, Tehran Bar Association, Tehran Bar Association, No. 156, 157, 1371

¹³ Yazdaniyan, Alireza, Principles of civil liability in contracts for the transport of goods in Iranian and French law, Journal of Legal Justice, No. 73, 75, 1390, p.10

¹⁴ Hoeks opcit, p 38.

¹⁵ Sweeney, Joseph c, UNCITRAL and the Hamburg Rules – The Risk Allocation Problem in Maritime Transport of GOODS, j.M.L.C. VOL.22. No.3, Jul. October, 1991, p: 515.

¹⁶ Smart J., United Nations Convention on the Carriage of Good by Sea: Explanatory Documentation Prepared for Commonwealth Jurisdictions (London: Commonwealth Secretariat, 1989, p. 2.

incorporated into and are part of the Law on the Carriage of Goods (1971). The Act was implemented on June 23, 1977¹⁷. The reason for these developments was the fact that human beings have always been looking for a quick, reliable, and efficient way to transport, in order to make it more successful and more efficient¹⁸. The issue of the revision of the law on transportation by sea was first raised by the delegation at the first UNCITRAL Summit in 1968. Shortly thereafter, the General Assembly recommended that UNCITRAL consider this issue among priority topics in its work plan. This was done at the second session of UNCITRAL in 1969, almost at the same time the rules of the bill of lading and the shipment of goods by sea were studied in a working group at the UNCTAD. Ultimately, the Hague Rules of Visby were revised fundamentally in accordance with the "United Nations Convention on the Carriage of Goods by Sea" (1978). The convention accepts the provisions of the Hamburg Code. The aforementioned provisions were prepared by UNCITRAL and adopted at a UN conference in Hamburg on March 30, 1978¹⁹.

Second : Rotterdam Convention. Given the advances in the maritime industry and the increase in the number of ships, the complexity and expansion of international maritime transportation and the diversification of goods, new regulations were adopted to meet the needs of the day. This feel of the need for more effective and up-to-date regulation of the Rotterdam Rules adopted by the United Nations General Assembly on December 11, 2008. On September 23, 2009, the Treaty was signed in Rotterdam, the Netherlands city, where the host country was discussing the regulations, to sign and join the countries²⁰. In the context of the formation of the Rotterdam Convention, it should be noted that the drafting of the convention is largely the result of the efforts of two international organizations²¹, the International Committee of the Maritime and the United Nations Commission on International Trade in the United Nations. On June 26, 2008, UNCITRAL finalized the draft version of the new Convention on the Carriage of Goods by Sea.

The purpose of the convention is to replace it with existing conventions, such as the Hague Convention of 1924 and its subsequent protocols, such as the 1968 WISO Protocol and the SS. January. R of 1979 "and the Hamburg Convention of 1978, which applies today only to a small geographical area.

Finally, the General Assembly of the United Nations adopted Resolution No. 122/63 on December 11, 2008. The treaty was celebrated on September 23, 2009 at a special ceremony hosted by the Dutch government in Rotterdam, for the signing of the countries, and for this reason became known as Rotterdam²².

Topic third: The competent court in maritime transportation disputes

First: In the International Level

There is no clear provision as to the issue of the jurisdiction of litigation arising from maritime transport in the rules of the Hague, but it is said that the provisions of the bill of lading which refers disputes to non-member countries of the In the Hamburg Convention has been foreseen judicial and Hague Convention, based on Article 3 (8), is invalid. arbitration authorities to resolve disputes between the parties of transportation agreement²³.

While the Brussels court is summary. In *Compania Colombia desequeros v. pacifid steam navigation company empresa detelefons de begota v. same*, the claim for damages was filed on November 2, 1955 at New York Court. Because the goods were delivered on December 12, 1954, the claim was brought in time. In the relevant bill of landing, one of the conditions was the exclusive jurisdiction of the "English Courts". The New York Court closed the cade on May 16, 1956, due to the lack of jurisdiction of the court. On January 7, 1960, the petitioner filed a lawsuit against the shipowners in the English court, declaring that the lawsuit was filed in the New York Court within one year of the rule set forth in Article 3 of the Brussels Convention, so that the shipowners could not refer to paragraph 6 of the above article. The English court stated that in this condition the phrase "unless the lawsuit is filed within a year", means that the lawsuit will be filed with the court. The claim in the New York court, therefore, did not result in "time lapse" and, therefore, the lawsuit was canceled because of the deadline. Therefore, litigation, if submitted in the carriage contract with the exclusive condition, or any other condition, has to be made on the basis of the same terms or conditions and the cancellation is not accepted. However, if the carriage contract is not in this type and with conditions, the mere litigation will terminate the lapse of time. In the Hamburg Convention, with the insertion of regulations, the possibility of inserting a condition that provides the exclusive jurisdiction of a particular tribunal has been eliminated. At the same time, commencement of the proceedings, the litigation may be maintained by a court of law agreed by the parties.

Under these rules, the plaintiff can file a lawsuit in one of the courts that is in some way related to the carriage contract. This option is foreseen in article 21 of the Convention as follows: Article 21. Jurisdiction 1. In judicial proceedings relating to carriage of goods under this Convention the plaintiff, at his option, may institute an action in a court which according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places: (a) the principal place of business or, in the absence thereof, the habitual residence of the defendant; or (b) the place where the contract was made, provided that the defendant has there a place of business,

¹⁷ Regulations adopted in 1977 (the beginning) of the Law on the Carriage of Goods by Sea (1971) (S, I, 1977 NO.98 (C.35)).

¹⁸ Hoeks, M.A.I.H, Multimodal Carriage with a Pinch of Sea Salt: Door to Door under the UNCITRAL Draft Instrument, ETL, 2009, p 1.

¹⁹ The Convention will be implemented if it is ratified or acceded to by 20 countries.

²⁰ United nations convention onl on contracts for the international carriage of goods wholly or partly by sea. (the Rotterdam rules) 11 December 2008.

²¹ Francesco, Berlingieri, The History of Rotterdam Rules, in: Meltem Deniz and Guner – Ozbek, Opcit, p. 150-178.

²² Simayi Sarraf, Hossein, Yari, Meysam, the scope of the Rotterdam Convention; the possibility of conflict with other conventions and the non-acceptance of the right, International Law, No. 45, 1390, p. 108.

²³ Sediq, Hassan, Principles of Marine Law, Jungle Publishing, 2014, p. 453.

branch or agency through which the contract was made; or (c) the port of loading or the port of discharge; or (d) any additional place designated for that purpose in the contract of carriage by sea. 2. (a) Notwithstanding the preceding provisions of this article, an action may be instituted in the courts of any port or place in a Contracting State at which the carrying vessel or any other vessel of the same ownership may have been arrested in accordance with applicable rules of the law of that State and of international law. However, in such a case, at the petition of the defendant, the claimant must remove the action, at his choice, to one of the jurisdictions referred to in paragraph 1 of this article for the determination of the claim, but before such removal the defendant must furnish security sufficient to ensure payment of any judgement that may subsequently be awarded to the claimant in the action. (b) All questions relating to the sufficiency or otherwise of the security shall be determined by the court of the port or place of the arrest. 3. No judicial proceedings relating to carriage of goods under this Convention may be instituted in a place not specified in paragraph 1 or 2 of this article. The provisions of this paragraph do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures. 4. (a) Where an action has been instituted in a court competent under paragraph 1 or 2 of this article or where judgement has been delivered by such a court, no new action may be started between the same parties on the same grounds unless the judgement of the court before which the first action was instituted is not enforceable in the country in which the new proceedings are instituted; (b) For the purpose of this article, the institution of measures with a view to obtaining enforcement of a judgement is not to be considered as the starting of a new action; (c) For the purpose of this article, the removal of an action to a different court within the same country, or to a court in another country, in accordance with paragraph 2 (a) of this article, is not to be considered as the starting of a new action. 5. Notwithstanding the provisions of the preceding paragraphs, an agreement made by the parties, after a claim under the contract of carriage by sea has arisen, which designates the place where the claimant may institute an action, is effective”.

In accordance with above, which deals with the jurisdiction of judicial review, it grants the right to seek and release a claim in one of the mentioned courts.

In the 14th and 15th Chapters of Rotterdam Rules, there are detailed and detailed rules for resolving disputes arising from maritime transport and judicial review and arbitration in these cases²⁴.

For example, Article 66 of the Rotterdam Code, which deals with judicial proceedings against carrier, provides: “Actions against the carrier: Unless the contract of carriage contains an exclusive choice of court agreement that complies with article 67 or 72, the plaintiff has the right to institute judicial proceedings under this Convention against the carrier:

(a) In a competent court within the jurisdiction of which is situated one of the following places: (i) The domicile of the carrier; (ii) The place of receipt agreed in the contract of carriage; (iii) The place of delivery agreed in the contract of carriage; or (iv) The port where the goods are initially loaded on a ship or the port where the goods are finally discharged from a ship; or (b) In a competent court or courts designated by an agreement between the shipper and the carrier for the purpose of deciding claims against the carrier that may arise under this Convention”.

Also according to Article 73 Recognition and enforcement:”1. A decision made in one Contracting State by a court having jurisdiction under this Convention shall be recognized and enforced in another Contracting State in accordance with the law of such latter Contracting State when both States have made a declaration in accordance with article 74. 2. A court may refuse recognition and enforcement based on the grounds for the refusal of recognition and enforcement available pursuant to its law. 3. This chapter shall not affect the application of the rules of a regional economic integration organization that is a party to this Convention, as concerns the recognition or enforcement of judgements as between member States of the regional economic integration organization, whether adopted before or after this Convention. While there are no such regulations in the Hamburg Convention

Second: in the Domestic level

Although Iran's maritime law has 194 articles and the 13th chapter, articles concern the maritime court, has not yet been fulfilled. According to article 1:”The sovereignty of the Islamic Republic of Iran extends, beyond its land territory, internal waters and its islands in the Persian Gulf, the strait of Hormuz and the Oman Sea, to a belt of sea, adjacent to the baseline, described as the territorial sea”. Claims arising from these areas will also be established in the maritime quiet about maritime courts. Unfortunately, we do not currently have any specialized courts, but this law seems to be

On the other hand, the Brussels Convention, to which Iran has divisions for dealing with maritime claims in Iran acceded and is bound to enforce its laws, is over 92 years old. There have been many changes in the world that occurred in famous conventions such as 1971 or 1978 Hamburg, but Iran has not joined these conventions and still adheres to the rules and regulations of 92 years ago²⁵!

Topic Forth: The role of arbitration in resolving maritime shipping disputes

First : International. Any maritime disputes during the course of maritime trade can be settled by the Courts of laws having jurisdiction over the disputes in absence of contract of arbitrations or by way of arbitration. All constituents of the Maritime trade have consensus that arbitration provides effective and fast remedy than conventional courts and therefore almost all contracts contain either arbitration clause or separate arbitration contract. That is why both the rules of the Hamburg Convention and the Rotterdam Rules of Arbitration have been accepted along with the judicial method of settling maritime disputes.

²⁴ Taghizadeh, Abraham, Marine Transportation Law, Majd Publication, Fourth Edition, 1394, p. 441.

²⁵ -Najafi Sashfad, Morteza, Marine Law, Side Publishing, 1394, p. 24.

Article 75 Arbitration agreements of Rotterdam said that:"1. Subject to this chapter, parties may agree that any dispute that may arise relating to the carriage of goods under this Convention shall be referred to arbitration 2. The arbitration proceedings shall, at the option of the person asserting a claim against the carrier, take place at:

(a) Any place designated for that purpose in the arbitration agreement; or (b) Any other place situated in a State where any of the following places is located:

(i) The domicile of the carrier;

(ii) The place of receipt agreed in the contract of carriage;

(iii) The place of delivery agreed in the contract of carriage; or

(iv) The port where the goods are initially loaded on a ship or the port where the goods are finally discharged from a ship.

3. The designation of the place of arbitration in the agreement is binding for disputes between the parties to the agreement if the agreement is contained in a volume contract that clearly states the names and addresses of the parties and either: (a) Is individually negotiated; or (b) Contains a prominent statement that there is an arbitration agreement and specifies the sections of the volume contract containing the arbitration agreement.

4. When an arbitration agreement has been concluded in accordance with paragraph 3 of this article, a person that is not a party to the volume contract is bound by the designation of the place of arbitration in that agreement only if: (a) The place of arbitration designated in the agreement is situated in one of the places referred to in subparagraph 2 (b) of this article; (b) The agreement is contained in the transport document or electronic transport record; (c) The person to be bound is given timely and adequate notice of the place of arbitration; and (d) Applicable law permits that person to be bound by the arbitration agreement. 5. The provisions of paragraphs 1, 2, 3 and 4 of this article are deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement to the extent that it is inconsistent therewith is void".

Second: Domestic. The Shipping and Services Association, in accordance with its professional and professional duties, and in order to resolve the dispute between the Sea of Freedom and the Marine Corps of the Marine Transportation Industry in May of 2014, set up an Arbitration and Maritime Dispute Resolution Board, the first meeting was held on June 7th. In addition to that, a committee called the Bachelor was responsible for reviewing disputes and claims from the Subcommittee on Article 20 of the Ministry of Roads and Urban Development, as well as the Ports and Maritime Organization, and sent the results of the surveys as a baccalaureate to the referring organization.

By changing the board of directors and changing the approaches and perceptions of the class, the decision was made to take advantage of unused capacity of the class. To this end, in order to prevent the referral of hundreds of hundreds of professional and commercial disputes to the judiciary, the Maritime Commercial Arbitration and Dispute Resolution Commission was established as the reference point for arbitration and dispute resolution.

Arguing that "the formation of an arbitration panel and resolution of maritime disputes does not mean that claims should necessarily be referenced to the shipping and affiliated association, but arbitration of personal disputes is of more urgency and precision, with the lowest possible cost."

It should be noted that Article 118 of the Iranian Marine Law refers only to certain cases which are capable of being referred to arbitration, however this does not preclude the referral of transport claims to arbitration, since the issues to be handed over to or transfer to arbitration are all matters relating to contractual and commercial relations or property rights. The negative condition, in other words, the impediment of referral to arbitration, is the same as the one that does not apply to these claims.

In the case of exceptions to the arbitration in general, there are cases such as the prohibition of public order, the prohibition of good morals and the prohibition imposed by law. In addition, there are three broad areas of the prohibition of referral for litigation, such as claims for industrial and intellectual property, stock trades, antitrust, litigation, bankruptcy, and some family law claims. Therefore, it can not be said that marine issues are not subject to²⁶.arbitration

Arbitration has a number of inherent advantages:

- Parties from different countries can choose to appoint a panel of neutral arbitrators, who may be experts in the relevant area, and hold the arbitration in a neutral place.

- Arbitration is conducted in private and is generally confidential, unless the parties agree otherwise.

- The arbitration procedure is flexible and less formal, which can lead to disputes being resolved more quickly and cheaply than in courts, and there are no restrictions on who may represent the parties.

- Arbitration awards are easily enforceable in foreign courts through the provisions of the New York Convention.

Therefore it should take into consideration.

Conclusion. In the legal system of Iran, all methods for resolving civil and maritime disputes are developed and applied, but unfortunately, in the field of maritime conflicts, they do not have a specialist position and a proper structure for the international legal system, and need to improve infrastructure and practical infrastructure. Mediation, refereeing, judiciary and dispute resolution councils should be composed of well-educated and experienced maritime specialist legal professionals, and independent of the centers of custom and trade, with commitment and adherence to the justice, in order to bring the parties to the dispute safely to resolve their differences to these centers.

²⁶-Shams, Abdullah, The Basic Period of Civil Procedure, Volume 3, Drake Publishing House, Sept. 2009, p. 167.

In 1991, the 3 Branches of the Shahid Beheshti court, in addition to dealing with public cases, was also the Office of the Prosecution of Maritime Claims. Subsequently, in subsequent years, several other branches were assigned to maritime courts in some of the port cities, including Bandar Abbas, in addition to handling public cases, but no specialized courts have jurisdiction over marine cases. It needs to be reformed and paid special attention by Iranian lawmakers. Another issue is carelessness to issue of arbitration in Iranian law; in fact, not only lawyers have not paid attention to this, but in maritime law, too, this rapid and peaceful solution to the dispute has not been resolved.

References

1. Akhlagi, Behrooz, A discussion of the legal nature of contracts, transportation from the point of view of trade law, Tehran Bar Association, Tehran Bar Association, No. 156.
2. Hoeks, M.A.I.H, Multimodal Carriage with a Pinch of Sea Salt: Door to Door under the UNCITRAL Draft Instrument, ETL, 2009.
3. Hoeks, Maria Anna Ida Henriëtte, Multimodal Transport Law (The law Applicable to the Multimodal Contract for the Carriage of Goods, Breda, The Netherlands, 2009.
4. Najafi Sashfad, Morteza, Marine Law, Side Publishing, 1394.
5. Sediq, Hassan, Principles of Marine Law, Jungle Publishing, 2014.
6. Shahidi, Mahdi, Collisions of Civil and Commercial Laws in the Contract of Carriage, Collection of Legal Articles, Majd, First Edition, 2006.
7. Shams, Abdullah, The Basic Period of Civil Procedure, Volume 3, Drakan Publishing House, Sept. 2009.
8. Simayi Sarraf, Hossein, Yari, Meysam, the scope of the Rotterdam Convention; the possibility of conflict with other conventions and the non-acceptance of the right, International Law, No. 45, 1390.
9. Smart J., United Nations Convention on the Carriage of Good by Sea: Explanatory Documentation Prepared for Commonwealth Jurisdictions (London: Commonwealth Secretariat, 1989.
10. Sweeney, Joseph c, UNCITRAL and the Hamburg Rules – The Risk Allocation Problem in Maritime Transport of GOODS, j.M.L.C. VOL.22. No.3, Jul. October, 1991.
11. Taghizadeh Baqi, Message, Legal nature of transportation and the responsibility of its carrier, Taali hoghough, Fourth Year, October, November, December and Dead, Nos. 12 and 13, 2011.
12. Taghizadeh, Abraham, Marine Transportation Law, Majd Publication, Fourth Edition, 1394.
13. Yazdani, Alireza, Principles of civil liability in contracts for the transport of goods in Iranian and French law, Journal of Legal Justice, No. 73, 75, 1390.

THE PHENOMENON OF TRAFFICKING GOODS AND ITS IMPACT ON CULTURE AND ECONOMY OF SOCIETY IN THE PRESENT AGE

Mehdi Gorgich,

*Graduated from Bachelor Of Social Sciences, Anthropology, Sistan and Baluchestan University, Zahedan, Iran
mehdi.gorgich73@gmail.com*

Elnaz Ghofran Takamol,

*A student of BA in Customs Administration of Hormozgan University, Bandar Abbas, Iran
Elnazghofran513@gmail.com*

Hossein Dahmardeh,

Graduated from Bachelor Of Social Sciences, Tendency Researcher, Sistan and Baluchestan University, Zahedan, Iran, dhamardhhossien@gmail.com

Abstract. In this research prepared by descriptive-analytical method of documents and library-internet tool and mentioned as "The Impact of Trafficking in Goods on Economics and Culture", the trafficking of goods, which is referred to as an ominous phenomenon, has a negative impact on the economy of culture and security of the country. The negative consequences and the various and harmful aspects of this phenomenon are so important that failure to pay attention to it causes harmful social and economic effects and follows various consequences which in this paper it is referred after examining the concept of trafficking goods. The results of this research show that it is necessary to review the variables of the main domains of economy and culture in the country in order to create the economic and social order and the lack of change in the culture of society in the country in order to guarantee the objective of investment and growth in the country's economy and culture.

Keywords: trafficking goods, economy, culture, society, government, people.