

Conflict of Malformed Fetus Rights with Mothers' Right in Fiqh Emamie and Iran's Legal System

Mohammad Teimouri

Abstract

The relative significance of life value and its making ways-including pregnancy-is an apparently highlighted element in internationally accepted legal mechanisms, like wise in religious literature. Does an ill fetus (or embryo) have the right to life? Does mother have the right to abort an imperfect embryo? Some approaches, denying the embryo's right to life, consider the mother's decision as a private issue. Having beard in mind the mentioned explanation, to analyze Iran's legal system, it is necessary to consider international, internal and Islamic jurisprudential approaches.

Hence, first of all, a brief description of concepts "embryo" and "patient rights" will be offered. Then, historical records and philosophical debates will be reviewed. At the final step, I will compare the aforesaid foundations with Iran's positive legal system.

Keywords: Malformed Fetus, Right to live, Iran's Legal System

A comparative study of multiple pregnancies and fetal religion Judaism and Islam

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Abstract

More of multiple pregnancies resulting from in vitro fertilization - or medications. "selective reduction of pregnancy" is a medical procedure to reduce multiple pregnancy. In such cases, one or more of the healthy embryo, fetus or mother sacrificed to maximize the chance of survival is longer. Regardless of the different approaches to reducing infant mortality, religion has also been studied in the scope of the problem. Judaism and Islam, by having a system of legal proof, carefully review it has different views on this matter have expressed. In this study we compared to an adaptive reduction of the embryos analyzed to Judaism and Islam.

Materials and methods: this study analyzes - descriptive study and its data are collected using a library. After explaining the concepts and principles to the analysis of legal texts of Islam are paid Jewish law.

Results: regardless of the scientific aspects of embryonic loss, Muslim and Jewish religious scholars are unanimously of the opinion that reducing fetal death do not count; however, since the establishment of the human embryo in the womb, deserves a degree of respect. Embryo reduction is not permitted except when necessary. The purpose of this requirement is to endanger the life or health of the mother or fetus, including needs arising from the impact of socio-economic factors are not.

Keywords: pregnancy, multiple pregnancies, multiple pregnancies, fetal reduction.

Decreased level of consciousness content effect on letting contracts

Arash ebrahimi

Abstract

Letting contracts are those in which, their main effect is making permission. In this type of contracts, at the result of offer and acceptance, permission is obtained. Of the features of permission, is its dependence on the will of the contracting parties. Thus, in any case, that the will of person disappears, permission is void. Permission void, causes terminating legal operation. The study of brain anatomy shows that the cortex is the source of human will and in the cases that the activity of brain, named cortex, is stopped, the will disappears, the permission is missing, and the contract is terminated. Civil law, knows death and madness, and insanity, as the tools of letting contracts termination. But in other cases, the person in whom, his will is affected, and the content of consciousness is reduced, it is silent. The study in this case show that, when the activity of bran stops, or his consciousness reduces as madness, because of alcohol, drugs, psychotropic substances, the permission is missing, and the contract is terminated.

Keywords: permission, termination, content of consciousness, vegetative life, madness, drunkenness, drug-induced states and psychoactive

Jurisprudence and legal nature of the treatment (cure)

Mohammad Khani

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Abstract

Medical contracts and its responsibilities are one of the under studied significant discussions in medical law. Special conditions of medical contracts and their requirements are in a way that could not be placed in a specified contracts' framework. Thus, it seems that in the legal perspective, medical contract is a kind of unspecified contract, relying on article of civil law, moreover to general rules of the contracts, including special requirements and commitments of therapeutic contracts, which are binding and effective in accordance with parties' agreement. Iranian legislation have compiled general principals of medical responsibility in thus, doctors' contractual responsibility is one the significant discussions, according to perspective of some of the lawyers, considering general principal of commitment to obligate the doctor to compensate the damages, the doctors' failure should be proved. This perspective is criticized for the type of external factor interference and its influence on the doctors' failure. On the other hand, in treatment contracts, position and role of patient permission and his satisfaction towards the physician acts and guiltlessness of the physician of the possible damages and other conditions and contracts about responsibility could be studied. These agreements and mutual consent have an important role in shirking of the physician and his guiltlessness of guarantee and sometimes replacement of proof load and establishing of medical failure and changing of objective responsibility to failure responsibility are necessary. Thus, in the present study, it is tried to evaluate the contracts nature, explanation and their acceptance and dominance, according to legal and jural basis.

Keywords: contract management, medical care, rent, jalh, indefinite contracts, rights, iran, shiite jurisprudence

Legal nature of surrogacy contracts

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Abstract

Infertility is a family problem in all around the world. One solution for this problem is the use of surrogacy. Today, due to advances in medical sciences, various methods have been developed by doctors in reproduction and using these methods; have attempted to reproduce in laboratory. But despite these advances, reproductive medicine is not enabling to find suitable environment for the growth of the fetus from the uterus and that's why using the surrogacy is one of the major achievements in the field of assisted reproductive technology. This method is an assisted reproductive technology of using IVF. Using this method is not restricted to women without a uterus and is used in many cases.

Confusion about the nature of the surrogacy contract is one of the obstacles to the implementation of this contract. As a result, identify the nature of this contract is of utmost importance. There is no legal text about the nature of this contract. Therefore, to determine the nature of this contract shall be referred to the general principles of law and legal and jurisprudence resources. It seems that the nature of surrogacy contract does not fit in special type of contracts, such as hire, lending, *ji'ala* or contract of reward and, etc. Hence, according to article 10 of the Iranian civil code (known as the principle of contract freedom) can be accepted. But, all aspects of surrogacy contracts cannot be determined by agreement of all parties and some of the forces are applied. Most significantly is the relationship of the contract that is an involuntary case.

Keywords: surrogacy contracts, hire, *ji'ala* or contract of reward, labor contract, settlement, non-specific contract.

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Title, Nature and Parties of the Simple Surrogacy contract

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Abstract

“Contract is its parties’ law”: it is a famous legal maxim. This perch is moreover eminent when there is no law in the related field. “Surrogacy” is one of these fields. This article intends to get a quite comprehensive image of simple surrogacy contract’s parties’ mutual commitments considering surrogacy’s specifications, particularities of Iranian society and foreign model contracts. In this article, the model surrogacy contract of “Royan institute” has been studied to make the issues on topic clearer. At the end, the reader will understand the key role of “ethics” in defining mutual commitments and rights of a simple surrogacy contract.

Keywords: commitment, surrogacy contract, surrogate, genetic parents, fetus