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Author (s): Mohammad Yasin Mutawakel,
Ahmad Samadi

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Time Review and Its Effects on the Legal Systems of Afghanistan and Iran

*Mohammad Yasin Mutawakel,

**Ahmad Samadi,

Abstract

The most significant and recent effect of possession is the acquisition of real rights. Ownership through possession is attained over time in immovable properties. The passage of time in possession of real estate constitutes the acquisition of rights; however, the passage of time as a means of extinguishing rights serves as a result of non-claim and non-use of rights for a specified period.

The legal system of Afghanistan has accepted the principle of prescription, while the modern civil legal system of Iran has not embraced the principle of prescription, although in some cases, deadlines are stipulated for claimants to establish their claims. If the claimant does not assert their right within the specified period, their claim is not recognized.

This article critically examines the perspectives of the legal systems of Iran and Afghanistan regarding prescription and comes to the conclusion that accepting the theory of prescription seems more aligned with social order, stability of agreements, logical justice, and fairness, considering its conditions.

Keywords: *Possession, Prescription, Deadline, Extinguishment of Rights by Prescription, Acquisition of Rights by Prescription, Suspension of Prescription, Interruption of Prescription.*

Introduction

In human society, the essential need for laws arises because humans are inherently social beings who live together. Life in a community necessitates a series of transactions, and often these transactions lead to conflicts and infringements on rights, as humans naturally prioritize their own interests and well-being. As the Almighty says, (وَإِنَّهُ لِحُبِّ الْخَيْرِ لَشَدِيدٌ) And indeed, man is to his Lord a devotee of intense love.

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*Lecturer (faculty of law and political sciences) Salam University, Kabul, Afghanistan) qa.motawakil@gmail.com

Lecturer ** (faculty of law and political sciences (Salam University, Kabul, Afghanistan) ahmadsamadi26@gmail.com, <https://orcid.org/0009-0009-1041-282X>

Islamic Sharia and established laws do not suppress this inherent inclination, but rather seek to regulate it to prevent encroachment upon the rights of others.

Allah the Most High commands, (وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ) and do not consume one another's wealth unjustly.

One of the most significant issues that has led to disputes and requires legal regulation is the acquisition of ownership through the passage of time, which occurs as a result of possession by an individual. In other words, one of the disputes that has occupied modern courts is whether or not to hear a claimant's case after a certain period has passed.

When a specific period of time elapses over possession of a property, it gives rise to specific legal consequences, one of which is the acquisition of ownership. What are the different types of the passage of time? What conditions does it entail? Under what circumstances does it stop or get interrupted? What are its implications? It is possible that during a certain period, a claimant may approach the court to assert their right. However, after this period, can they still go to court and claim their right? Does the claim involve the passage of time? In the following, while seeking answers to these questions, we will delve into the subjects and contents of the passage of time.

A) The Legal System of Afghanistan's Perspective on the Passage of Time

Definition of the Passage of Time

The civil passage of time refers to a specific period during which a claim is not heard in court if the claimant does not object in the first judicial session. In other words, it is the passage of time after which, according to religious and legal regulations, a claim is no longer heard.

However, considering the different types of the passage of time and their effects, it appears that these two definitions are not comprehensive enough for the passage of time. This is because the definition includes the extinguishment of rights by prescription but does not encompass the acquisition of rights by prescription. Therefore, it is suggested that the passage of time be defined as follows:

The passage of time refers to a mechanism through which a possessor acquires ownership or real rights after a specified period or a mechanism through which a right expires due to non-claim and non-use of the right for a certain period.

The passage of time can be described as a legal consequence where: "The expiration of a specific legal period results in the dismissal of a criminal claim or

the execution of a penalty in accordance with the provisions of this law”.

2. Types of the Passage of Time

When examining and reviewing the passage of time within the legal system of Afghanistan, we encounter the provisions and regulations related to it. The passage of time is divided into two types (acquisition of rights by prescription and extinguishment of rights by prescription), each of which will be discussed below:

2.1. Acquisition of Rights by Prescription The acquisition of rights by prescription refers to the state and duration in which a possessor, after a specified period, acquires ownership or other real rights.

However, the principle of prescription established in the Afghan Civil Code regarding property and real rights is solely based on the following Egyptian Civil Code, acting as the basis for ownership and a barrier to hearing claims against the possessor after specific periods. The passage of time itself is not considered a means of acquiring ownership; rather, possession is the genuine and actual means of acquiring ownership. The passing and completion of a designated period of possession prevent the hearing of claims against the possessor.

2.2. Extinguishment of Rights by Prescription It involves both a means and a specific period during which, due to non-claim and non-use of a right for a certain specified time, the right becomes expired and void. After this period, the claimant's case is no longer heard.

2.3 The Difference between Those Two

After observing the various forms of prescription (statute of limitations) in the Afghan legal system, particularly focusing on the content of Article 2277 of the Civil Code, differences between the prescription of acquisition and the extinguishment of rights through the passage of time become evident. Some of these differences are outlined below:

2.3.1- Prescription of acquisition is specific to real rights that can be possessed, while the prescription of extinguishment encompasses all rights, both real and personal, except for ownership rights which do not perish due to non-use (Article 965 of the Civil Code).

2.3.2_ In addition to the prescription of acquisition, the holder of a right can claim it in litigation and defend it, while in the prescription of extinguishment, someone with a legitimate interest can only use it for defense.

2.3.3_ The third difference lies in the fact that good faith is not necessary for the prescription of extinguishment, whereas in the prescription of acquisition, the acquirer must possess good faith. If possession is initially acquired through bad faith and this bad faith persists to the extent that the prescribed period of acquisition is completed, such possession and intention can never lead to

ownership (Article 2258 of the Civil Code).

Despite these differences between these two types of prescription, Article 2285 of the Civil Code states: "The provisions of extinguishment of claims through the prescription of acquisition shall also apply to the prescription of extinguishment, whether it relates to the period, interruption, or suspension thereof, provided that the aforementioned provisions do not conflict with the nature of the prescription of acquisition and the provisions of Articles 2286 and 2287 of this law, subject to the fact that the mentioned provisions do not conflict with the nature of the prescription of acquisition and the provisions of Articles 2286 and 2287 of this law."

In the Civil Code, two types of prescription are mentioned in the context of possession: prescription of inheritance, which is 33 years, and prescription of possession, which is 15 years. Article 2279 of the Civil Code states: "A claim of ownership, except for inheritance, is not heard if the person has had uninterrupted and bona fide possession of the immovable property or other objects for a continuous period of 15 years and during that time has held possession as owner without dispute or opposition." Article 2280 of the Civil Code concerning inheritance states: "A claim for inheritance against a person who has had possession of immovable property, if the person has had ownership possession for a period of 33 years without dispute, shall not be heard without a legal excuse."

It should be noted that the 33-year prescription pertains to the prescription of extinguishment in inheritance, not acquisition. Therefore, after 33 years, the claimant's right in inheritance is extinguished. Hence, under the Afghan Civil Code, there will not be a type of prescription of acquisition lasting more than 15 years. However, in the Egyptian Civil Code, there are two types of prescription of acquisition: long prescription (15 years) and short prescription (5 years).

3_ Conditions of Prescription of Acquisition Right

The content and provisions of laws, as well as the opinions of legal and jurisprudential scholars, imply that the prescription of acquisition right is not an absolute right that automatically leads to ownership after a specified period of time. Rather, it is subject to conditions, which can be summarized as follows:

3.1_ Possession and Good Faith

As previously mentioned, the prescription of acquisition right only results in ownership if accompanied by good faith. If the possession and continuation of it are accompanied by bad faith, it cannot lead to acquisition of ownership, unless the bad faith is removed, and then a specific period of lawful possession and holding elapses. Article 2258 of the Civil Code explicitly states: "If possession is

acquired through coercion, deception, or in a concealed manner, or if there is confusion in it, the effect thereof on the person against whom coercion has been exercised, or possession has been concealed from him, or confusion has occurred to him, shall not be established except from the date of removal of the mentioned defects."

Similarly, Article 2292 of the same law explicitly states: "A possessor who is in bad faith shall be liable, from the date the bad faith occurred, for all benefits he has obtained or for any negligence in obtaining them."

3.2_ Absence of Defects and Legal Excuses in Possession

For a possession to be valid, having sufficient material and immaterial elements is not enough; it is necessary that the possession is free from defects. Defects in possession include coercion, concealment, and confusion (Article 2258 of the Civil Code).

Coercion: Coercion can be physical or psychological. When a possessor forcibly takes possession of property, it is a physical possession. However, if the possessor uses threats, it becomes a psychological possession. Possession acquired under coercion has no legal effect.

Concealment: Possession must involve physical actions that are publicly visible and done openly. Even if possession implies a specific intent against the owner, the possessor must perform all physical acts directly on the subject matter, just as the owner would. Ignorance of possession does not constitute concealment. If someone possesses openly but another person is unaware of it, the latter cannot claim concealment. Concealment defects usually arise in movable property, while in immovable property, they rarely occur. For instance, if a neighbor occasionally tills part of a neighbor's land without being noticed, or when plowing, unknowingly adds a portion of the neighbor's land to his own. These types of possessions are flawed due to concealment.

Confusion and Mistake: If it is not clear whether possession is for oneself or for another, and the possessor performs acts that suggest either possibility, possession is flawed due to confusion and mistake. Also, in cases of joint property, if a partner physically possesses the entire jointly owned property, without clarification whether they possess on behalf of all co-owners or on behalf of themselves, the possession is not established due to the confusion.

These defects are temporary. If the defect is rectified after a certain period, the date of possession starts from the initial date. Another important point is that these defects are relative, meaning they might be defects for some individuals but not for others.

In other words, for the effects of acquisition to occur after a specified and

determined period of time, one of the conditions of possession is its absence from defects, legal excuses, and any kind of confusion. Article 2258 of the Civil Code states: "If possession is acquired through coercion, deception, or in a concealed manner, or if there is confusion in it, the effect thereof on the person against whom coercion has been exercised, or possession has been concealed from him, or confusion has occurred to him, shall not be established except from the date of removal of the mentioned defects."

For further clarification, we provide another example for the above cases:

For instance, Person A forcibly takes possession of Property B and continues the possession in an invasive manner, or Person A secretly and covertly benefits from Property B without the knowledge of the rightful owner. Alternatively, if someone retains ownership of their property among their principles, relatives, spouse, friends, etc., and a misunderstanding occurs leading to the deposit or donation of the property, even if the possession continues for a legal period, it will not lead to ownership. As we mentioned earlier, one of the conditions for prescription of acquisition is the absence of defects, legal excuses, and any form of confusion.

3.3_ Completion of the Prescribed Period Alongside Continuity

The mere passage of time is not sufficient; rather, possession must continue for a specified duration with continuity. This duration varies based on the type of prescription. The passing of time is important to provide someone who has acquired possession with enough opportunity to assert their rights. The duration is calculated based on days, not hours. The first day is included in the calculated period, and the period is completed at the end of the last day (Article 972 of the Civil Code).

4_ Interruption and Suspension of Prescription

The difference between interruption and suspension lies in the fact that during interruption, only the interrupted time is not counted as part of the prescribed period, and the time before and after the interruption is counted; however, during suspension, the effects of the time before the suspension are completely nullified, and after the cause of suspension is removed, the time starts anew.

4.1_ Interruption of Prescription

The prescribed period can be interrupted due to certain causes. Once the cause is removed, the prescription resumes. According to Article 2286 of the Afghan Civil Code, "The prescribed period of the acquiring possessor is suspended as long as the causative reasons exist." A similar provision in the Egyptian Civil Code defines the "causative reasons" as the causes for interruption of prescription. These causes, as mentioned in the section related to the

prescription of acquisition rights, can also be applied to the prescription of acquiring rights.

These causes include legal excuses. Article 975 of the Civil Code states: "The prescribed period of a claim that has a specific duration is suspended due to a legal excuse, spiritual obstacle, or an obstacle that renders the creditor's right impossible. The duration that has passed despite the excuse is not counted." Sometimes these obstacles are physical, such as war, flood, or earthquake, and sometimes they are spiritual, like the relationship between husband and wife, parent and child, employer and employee.

Lack of legal capacity, absence, and imprisonment, as long as no legal representation is established, are considered excuses. In fact, these situations themselves are considered valid excuses.

4.2_ Interruption of Prescription

Interruption of prescription occurs when there is a practical loss of possession for more than one year (Article 2267 of the Civil Code) or when there is voluntary relinquishment of possession (Article 2287 of the Civil Code). Article 2287 of the Afghan Civil Code states: "If a possessor abstains from their possession, or if they lose it, even though by an act other than a transfer, the prescription of the acquiring possessor is interrupted. Unless the possessor regains their possession within one year from the date of interruption, or files a claim for the restitution of the possession during this period." This article is derived from Article 975 of the Egypt Civil Code. As stipulated in the aforementioned article, these provisions are exclusive to the prescription of the acquiring possessor and do not apply to the prescription of the losing possessor.

The provisions concerning the prescription of the losing possessor are laid out in Article (977 of the Civil Code). Article 977 of the mentioned law specifies that: "The prescribed period of a claim that has a specific duration is interrupted by filing a legal claim, giving notice, attachment, or by submitting a request to a court to accept one's rights, or by any action by which one holds on to their rights during one of their claims." If there is doubt whether the prescribed period has been interrupted or not, the presumption is that it has not been interrupted. Article 2283 of the Civil Code also mentions: "When the acquiring possessor's status has been stable during a limited period in the past and remains stable in the present, this condition will be counted as continuous during the period between the two mentioned times unless there is evidence to the contrary."

It should be noted that the Egyptian Civil Code includes another type of prescription called "short-term prescription" or "prescription of five years," which is conditional upon good faith and proper intent. However, the Afghan

Civil Code does not address this type of prescription. Therefore, in my opinion, the necessity of good faith in the prescription of acquiring rights is ambiguous in the Afghan Civil Code. Paragraph 1 of Article 2267 of the Afghan Civil Code states: "A person who, without knowledge of violating another's right, acquires a right, is deemed to have good faith. Unless this ignorance results from gross negligence." In paragraph 3 of the same article, it also states: "The presence of good faith is always presumed, unless there is evidence to negate it." Article 2277 of the aforementioned law also states: "Good faith is denied when the possessor knows that their possession is encroaching upon another's right, or when defects in their possession are communicated to them through notice or the claimant's allegation."

These two articles are adapted from Articles 965 and 966 of the Egypt Civil Code. From the perspective that short-term prescription is absent in the Afghan Civil Code, the requirement of good faith is explicitly mentioned in that type of prescription. Our law clearly states that intent has no role in the 15-year prescription period, thus implying that good faith does not have a role in the prescription of acquiring rights in Afghan law.

However, this perspective is debatable. While it is true that the law does not explicitly mention good faith in the 15-year prescription, it should not be forgotten that the law has included the aforementioned two articles under "Protection of Possession." Besides these instances, the law mentions good faith in various other sections, which collectively indicate the adherence of Afghan law to the general theory of good faith. Article 2271 of the said law states: "The possessor may file a claim for the restitution of their possession during the legal period against someone who forcibly took possession, even if the latter has good faith." This is an exception, as another rule is that the utmost severity is applied to the aggressor, where good faith plays no role (Article 772 of the Civil Code).

5_ Prescribed Legal Prescription Periods

As we mentioned in the definition of prescription, prescription is the lapse of time after which a claim is no longer heard, or sometimes the passage of a specified period of time leads to the acquisition of ownership. In the legal system of Afghanistan, there are numerous cases and subjects that fall under the prescription rule due to the passage of time. Here, we provide a few examples of these cases:

5.1_ Prescription Period for Acquiring Rights

In the legal system of Afghanistan, there is only one type of acquiring rights prescription, which is the 15-year prescription period specified in Articles (965-

2279 of the Afghan Civil Code). Article 995 of the Civil Code states: "...2) A claim for asserting any right, for whatever reason, against a dispossessor will not be heard after the lapse of fifteen years, subject to its specific provisions and the exceptions below." Similarly, Article 2279 states: "A claim of ownership, except in the case of inheritance, will not be heard against a person who has continuously and uninterruptedly possessed immovable property or other objects for fifteen years, without dispute or opposition."

5.2_ Prescribed Prescription Periods for Extinguishment of Rights

5.2.1_ in matters of inheritance, a normal prescription period of 33 years is provided. However, in exceptional circumstances like minority, insanity, and other legal excuses, this period can be extended to 51 years or more.

5.2.2_ the prescription period for continuous rights of usufruct, such as lease of property, land rent, and livelihood without legal excuse, is five years.

5.2.3_ the prescription period for future rights without legal excuse is one year:
_ Rights of doctors, professors, engineers, and defense lawyers arising from the performance of their duties, and in general, the rights of any individual engaged in a freelance profession, such as spice merchants, brokers, commission agents, and experts. _ Rights of merchants and industrialists in relation to imported goods and products given to other individuals and not traded by those individuals. _ Rights of hotel and restaurant owners in relation to room rent, food prices, and other expenses. _ Rights of workers, employees, and lessees arising from daily or non-daily wages.

5.2.4_ the prescription period for taxes and products is five years.

5.2.5_ Seized items fall under prescription after a lapse of three years.

5.2.6_ the prescription period for damages claims is three years.

5.2.7_ the prescription period for claims of unjust enrichment is three years.

5.2.8_ the prescription period for claims of non-access to possession is three years.

5.2.9_ the prescription period for claims of co-ownership is four months after the registration of documents.

5.2.10_ the prescription period for warranty claims is one year.

5.2.11_ the prescription period for labor contract claims is one year.

5.2.12_ the prescription period for theft claims in hotels and similar places is three months.

6-Effects of Prescription

Someone who acquires the right over time must meet the following conditions:

6.1_ Necessity of Adherence to Prescription

For someone to become the acquirer through prescription, they must adhere to certain conditions. The beneficiary in the claim must invoke prescription; the judge cannot directly rule based on prescription without a request from the beneficiary. This is evident in Article 981 of the Afghan Civil Code, which is adapted from Article 387 of the Egyptian Civil Code. It states: "The court cannot directly reject a claim based on prescription unless it is based on a claim by a creditor or a third party, or by any person who considers it in his interest to do so, even if the debtor does not rely on it. Adherence to prescription is permissible at any stage of the claim, even during the appeal to the court."

6.2_ after Proving One's Right, a Person Can Waive Prescription

Article 982 of the Afghan Civil Code specifies that "waiving the right of defense before the establishment of the right does not allow for the rejection of a claim based on prescription; likewise, the mutual consent of the parties not to allow the claim to be heard, in a period other than the prescribed periods in this law for the purpose of prescription, is not valid. A person who has the power to possess property rights can waive prescription after establishing their right, even though it may be implicit. This waiver is not effective against other creditors who may be harmed by it."

6-3_ Acquisition of Ownership or Real Rights through Prescription

Another effect of adhering to prescription is the acquisition of ownership. Therefore, prescription falls under the category of means of acquiring ownership.

6.4_ Ownership Acquired Due to Prescription Has Retroactive Effects

When the court issues a judgment in favor of prescription, the possessor is recognized as the owner. This ownership is established from the beginning of possession and has two practical consequences: first, all the fruits and benefits of the property during the possession period belong to the possessor until the judgment is issued. If the owner has taken them, they are obliged to compensate the possessor for their value. Second, all past acts of possession (during the possession period) such as leasing and selling are enforced, and any legal actions of the owner during this period are considered null and void.

B) The Legal System's Stance on Prescription in Iran

From our examination of Iran's legal system, it appears that the current Iranian legal system does not accept the extinguishment of rights due to prescription. Currently, the Civil Procedure System in Iran is silent on the matter of prescription, and the old regulations in this regard have been abolished.

Therefore, prescription in legal disputes, according to the Iranian Code of Civil Procedure, cannot, in principle, lead to the rejection of a claim. However, in some cases, it has only set deadlines for filing a claim, and thus, it considers the lapse of a specific period as a reason for not hearing the claimant's case.

Iran's legal system briefly addresses the above-mentioned issues, which we will now discuss and review:

In essence, the Iranian legal system considers filing a claim within the legal time limit as one of the conditions for the validity of a claim. Therefore, it is better to separate the time limits and their consequences in this regard. In some cases, the legislator has set a time limit and obligates the right holder to file a claim under the risk of losing the primary right. In such cases, the specified period is counted as a deadline. In some cases, not adhering to predetermined time limits may, without affecting the primary right, result in the court refusing to hear the case based on its own legal discretion. In such situations, the predetermined time period is considered prescription.

We will now introduce each of the above cases briefly:

1. Legal Deadlines

From the moment a person's right becomes established and realized, the fundamental principle is that it remains in effect until it is revoked through one of the legal means, such as renunciation or other methods, as long as it is not terminated. All consequences of that right are enforceable against the person, and it belongs to the rightful owner, lasting from generation to generation. For this reason, the right holder or their authorized legal representative can demand the right from anyone who has it or from their legal representative. However, in some relatively rare cases, the legislator, for specific and particular reasons, may limit the right to a certain period and deadline. If the right holder does not claim their right within the prescribed legal period and deadline, the fundamental right is extinguished.

In the event that a marriage contract is dissolved after sexual intercourse has taken place between the spouses, and the woman subsequently marries another man and a child is born, such that the child could be attributed to both husbands (the previous and current), in accordance with Article 1160 of Iranian Civil Code, the child is considered to be attached to the second husband unless clear evidence and indications suggest otherwise.

Therefore, based on the provisions of Article 1162 of the mentioned law, if the second husband wishes to deny paternity of the mentioned child, he is obligated to initiate a denial of paternity lawsuit within a maximum of two months from the date of being informed about the child's birth. If he fails to initiate the denial

of paternity lawsuit within this period (two months), the lawsuit will not be heard after this time has elapsed.

Likewise, in accordance with the provisions of Articles 286, 287, and 289 of the Iranian Commercial Code, if the specified deadlines mentioned in the protestor's bill of exchange or promissory note are not adhered to, the court must issue a dismissal of the claim according to the guidance of Article 289 of the mentioned law, and there is no need for the claimant's submission.

Articles 286 and 287 of the Iranian Commercial Code specify the rights and duties of the holder of a bill of exchange that must be paid in Iran and who wishes to claim payment due to non-payment. The bill holder must initiate a lawsuit within one year if they want to enforce the right determined for them in the bill. In this context, the specified period of one year can be considered as the deadline.

2. Passage on Statute of Limitations

Over time is indeed a specified period after which a claim, upon the defendant's objection, is not heard in the initial judicial session.

The statute of limitations was accepted in the legal system of ancient Iran, such that if the claimant filed a lawsuit before the court, and the defendant raised the statute of limitations as an objection in the first judicial session, after proving the statute of limitations, the judge would issue a decision of non-admissibility of the claim due to the statute of limitations.

Therefore, even if the predetermined period has passed, if the claimant raises their objection or claim after the first trial session, the court is obligated, provided there are no impediments, to consider the claim in accordance with the principle of the claim, regardless of the expiration of the statutory period, and take the necessary action, which could be in favor of or against the claimant.

In the current and modern legal system of Iran, especially in its civil litigation procedure, the statute of limitations has been recognized, and the old regulations in this regard have been repealed.

Although in Iranian Criminal Procedure Law, in crimes where the statutory punishment is of the type of deterrent or preventive penalties, depending on the case, if the request for prosecution is not pursued within ten years, five years, or three years from the date of the offense or from the first date of prosecution until the expiration of the mentioned periods, the prosecution will be suspended. However, as the statute of limitations for crimes is not the subject of this article, we will not go into its details.

However, when considering the entire legal system of civil and commercial law in Iran, in some cases, one can infer the statute of limitations, including, for instance, the explanation we provided earlier regarding Articles 286 to 289 of

the Iranian Commercial Code. With a little contemplation, one can infer the statute of limitations in legal proceedings as well. For example, previously, we explained the deadlines specified for bills of exchange. Now, with slight consideration, one can also infer the statute of limitations, meaning that a commercial document instructs one person to pay a specified amount to a third party on a specific date or to order. The holder of such a bill must adhere to certain deadlines, including the deadline for acceptance and payment of the bill, the deadline for objecting to non-payment, and the deadline for filing a lawsuit. Therefore, it should also be noted that in order to benefit from the advantages of commercial law when using a bill of exchange, the statute of limitations should not be exceeded.

Thus, the Law on the Organization and Procedure of Administrative Justice approved in 2013 has also stipulated a three-month period for filing complaints to administrative tribunals, including municipal commissions and boards of administrative violations, from the date of the notification of the judgment.

Furthermore, in the Civil Procedure Law of Iran, every individual has a certain period and opportunity to claim their right, and if this period and opportunity are missed, the right to claim from that individual is denied. Among these deadlines for reconsideration, defect removal, and more, one can somewhat consider the statute of limitations with some tolerance, interpreting it as a form of the statute of limitations.

C) Preferability of Accepting the Statute of Limitations

It appears that, in contractual conditions, accepting the statute of limitations is closer to the reasons and circumstances of society in ensuring public order, contract stability, and justice.

Here, we briefly introduce the reasons for accepting the statute of limitations as follows, which are set forth by the legislator's objectives:

1-Preservation of the Visible Status: Time limitation is, among other things, an outcome and result of preservation, often documented by the existence of a right, and the rightful owner's possession of it.

2-Support for Peace and Social Security: It discourages anyone from interfering with the current peaceful state. Anyone claiming a right against the possessor of property must go to the court and the judge. They are not entitled to disregard ownership and engage in disputes with the possessor.

3-Contract Stability: Anyone selling something asserts that the property belongs to them. The buyer is not obliged to investigate whether the property in possession of the seller truly belongs to them or someone else. It is the seller's duty to declare their position in the transaction, whether they are selling the

property as the rightful owner or as an agent on behalf of another. If they declare, the statute of limitations establishes a rule: whoever sells or leases property, it is their property. This rule ensures the stability and permanence of contracts in Islamic law.

4-Economic Values Compatibility: From an economic perspective, support should be given to those who have control over property to contribute to wealth generation and distribution, rather than those who own property but do not have control over it.

Conclusion

From the discussion and review, the following results can be derived:

1-Statute of Limitations: It is a defined period during which a right is acquired or a right expires.

2-Accrual of Rights through Statute of Limitations: It is a means by which the possessor of a right gains ownership or another tangible right after a specified period of time.

3-Extinguishment of Rights through Statute of Limitations: It is a mechanism by which, due to the failure to claim and exercise a right for a specified and definite period, the right becomes time-barred.

4-Acceptance of Two Types of Statute of Limitations in the Afghan Legal System: The Afghan legal system accepts two types of statute of limitations.

5-Difference between Interruption and Suspension: In suspension, only the time of suspension is not counted as part of the limitation period, whereas in interruption, the effects of time before the interruption are completely extinguished, and the time starts anew after the cause of interruption is removed.

6-Effects of Statute of Limitations: These include maintaining adherence to the statute of limitations, relinquishing the statute of limitations after proving the right, gaining ownership or tangible rights through possession, and retroactive effects of acquiring ownership due to statute of limitations.

7-Legal Effects of Statute of Limitations: Legal effects occur when the statute of limitations is accompanied by good faith, free from defects, and a specified legal period has passed.

8-Mute Statute of Limitations in the New Civil Legal System of Iran: The new civil legal system of Iran, especially the Civil Code and the Code of Civil Procedure, has made the issue of the statute of limitations mute, thereby superseding previous laws. Therefore, it can be inferred that the acceptance of the statute of limitations is not supported by the principle of the new Iranian civil law.

9-Specified Periods by Iranian Legislators: In some cases, the Iranian legislator has determined a specific period and obliged the right-holder to claim within that period, during which the statutory period is counted.

10-Exceptional Tolerance of Statute of Limitations in Iranian Commercial Law and Civil Code: Based on certain articles of Iranian Commercial Law regarding "Barat" (a commercial instrument) and the Civil Code concerning the determination of legal time limits, it seems that even in some rare cases, there is a limited tolerance for the statute of limitations.

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