



*Asesorías y Tutorías para la Investigación Científica en la Educación Puig-Salabarría S.C.
José María Pino Suárez 400-2 esq a Lerdo de Tejada, Toluca, Estado de México. 7223898475*

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TÍTULO: Estudiando la posibilidad de opción de acciones de lugar de reunion en transacciones electrónicas.

AUTORES:

1. Ph.D. stud. Seyed Hassan Sadat.
2. Dr. Seyed Mehdi Ahmadi.
3. Dr. Alireza Asgari.
4. Dr. Seyed Hassan Abedian Kalkhooran.

RESUMEN: Dado que el comercio electrónico se está convirtiendo en uno de los métodos de transacción más actuales, en este estudio se investigó la posibilidad de la opción de lugar de reunión en el comercio electrónico, el cual existe mucho antes de la desconexión entre las dos partes, y sería posible que las partes terminen la transacción justo en el momento de la desconexión. La opción de lugar de reunión se puede implementar para las dos partes.

PALABRAS CLAVES: El comercio electrónico, la opción de lugar de reunión, terminación, internet, comercio continuo.

TITLE: Studying the possibility of the option of meeting place actions in electronic transactions.

AUTHORS:

1. Ph.D. stud. Seyed Hassan Sadat.
2. Dr. Seyed Mehdi Ahmadi.
3. Dr. Alireza Asgari.
4. Dr. Seyed Hassan Abedian Kalkhooran.

ABSTRACT: Given that electronic commerce is becoming one of the most current methods of transactions, this study investigated the possibility of the option of a meeting place in electronic commerce, which exists long before the disconnection between the two parties, and it would be possible for the parties to complete the transaction just at the time of the disconnection. The meeting place option can be implemented for both parties.

KEY WORDS: E-commerce, the option of meeting place, terminate, internet, continuous trading.

INTRODUCTION.

In today's world of communication age, many traditional sales methods that require physical presence have been removed and new models has been replaced. Many developments in communications has led people to begin trading and exchanging goods and money without physical presence in the shortest possible time and in cross-continental intervals just by pressing a button or using a phone call.

In the arena of modern communications, the Internet has led to the emergence of trading patterns in a new way so that no company or business organization can be found with this type of new business. Companies use Internet to sell their goods and services to customers, communicating with agents and distribution agents, and also to finding new worldwide markets. The E-commerce is seen as a wide-spreading concept and is a powerful stream such that the people's lives of twenty-first century has undergone its transformations and changes, and it can be considered as the information

and communication technology revolution outcomes in economic field. This new type of trading has obtained its remarkable position because of its enormous advantages and overfilled resources and it is still expanding rapidly. McLaren, 11: 1385).

Now a day in the trading and business world, regarding to the simultaneous development of new business practices and the globalization of the economy and joining different communities to the project plan and also increasing the World Wide Web users, the business activities has become to the ultra-converter business, so that it now takes its place as something inevitable in the context of today's life and by eliminating the borders, customs and the brokers provides trading in a global village.

The growing trend and universal acceptance of the e-commerce phenomenon, reminisces paying attention to this new space, as well as the establishment of appropriate legal frameworks, accurate and complete rules and regulations at the global and national socioeconomic groups. In this regard e-commerce law approved at the national level, at the January 7th in 2004 by Parliament, then passed by the Guardian Council which contains new and complex legal establishments. One of the issues concerning the laws and legal frameworks, contracts and E-commerce is to discuss how the E-commerce contracts and orders and its gained effects being formed and among the topics has been examined was the question that, in the continuous E-commerce, it would be feasible for one or both parties to terminate the agreement such as physical and traditional trading, even after signing the contract, before stopping accidental or intentional communication, according to the option of meeting place or not?

In this line, the main purpose of this study was to investigate the possibility of option of meeting place actions in electronic contracts and its legal conditions, as well as studying the techniques that can be considered in this type of transactions to terminate the contract. In the conducted study and done compilations on legal and jurisprudence aspects of e-commerce and due to the newness of this

business, especially in Iran, the observation is that research has not been done in this area that much. Therefore, it is necessary to examine the substantive laws on E-commerce and implementing the juridical options provisions to these laws in order that an obscure corner of the business be challenged. Of course, the law and jurisprudence and principles of Islamic law professors have made plenty of efforts in this regard to introduce some examples related to the theme:

1. Sadri, Mohammed, E-commerce: principles- nature- legitimacy, Kashan: legal ideas, 1388.

This effect can be seen as the best works in the field of E-commerce and the implementation of its provisions to the Islamic jurisprudence which has been compiled by efforts of doctor Mohammad Sadri, and he has implemented the provisions of Islamic jurisprudence with e-commerce and has stated the changes that this type of business has been made in traditional trading concepts such as the contract time and meeting place and also has raised new hints as fabricating of factories and new technologies.

.2. Zarkalam Sattar, the right of e-commerce along with the analysis of Iranian E-commerce law, first edition, Tehran: Knowledge City, 1388, 232 pages.

The media have attempted to compile this work, with an emphasis on definitions, explanations, examples and explaining the decisions that have more educational aspect, the book have been regulated for the media and legal authorities in ten chapters with these titles. this work compiled Introduction to the rights, reputation, copyright and related rights, privacy and personal data, obscenity and ugliness, racial hatred and disbelief, contempt of court, reporting of current affairs, internet, and TV have formed the seasons of this book and the generally content of which, with analyzing them in e-commerce law has been explained.

3. Fathian, Mohammad and Molanapour, Ramin, e-commerce, the first edition, Tehran: Atinegar, 1387, 583 pages.

The book is co-written by Mohammed Fathian and Ramin Molanapour and been published in eight seasons. The first four chapters of the book entitled "A Review of e-commerce", "electronic markets" "structure mechanisms" "the economy and the effects".

"Retailing in E- Commerce: Products and Services" and "consumer behavior, market research and advertising", the central issues such as the concept of information technology, virtual markets components and consumer behavior have been focused. The authors of the book in explaining the concept of information technology, referring to the fact that information technology has broad definitions; in general terms, have presented a definition of information technology as a general word to developing the products and electronic services obtaining from telecommunications and computer innovations in. The Four final Seasons of the book include topics related to the "E-commerce involving in buying and selling of private electronic markets", "social commerce", "electronic payment systems" and "security in e-commerce". The main issues raised in these chapters can be the selling through electronic catalogs, resources for enterprises, IT security and security threats.

4. Soleyman pour, Mohammad javad, new financial contracts in Islam, Islamic Economics, No. 11.

This article examines the new financial contracts from the perspective of Islamic provisions, part of which includes the contracts related to electronic commerce that have represented new contents on financial contracts based on this type of trading. With the development and introduction of new methods of using electronic transactions to conducting business among the various social classes and the need to adapting these experiences to the rules and provisions of Islamic law in the eyes of Muslims; this research has been done using a note taking from resources and databases based on various sources regarding to Islamic jurisprudence, Regulations and cyberspace with the methods of reasoning and logical analysis.

The word option.

The word option is a gerund means authority (Ibn Manzur, 1414 AH: 4: 267; Maalouf, 1379: 201; Hosseini Ameli, Byta: 4: 538); it literally means having the option and force of law by one party to terminate the contract (moein, 1371, the term of option); thus, the terms of option refers to the result of authorization and the option literally means having set heart on something which has come on its own authority "Annette Balkhyar, it means you possess what you want" (Feyz, 1386: 326); so, when it is said, there is an option for someone, this means that he is able to choice and possess himself what he loves, and the same meaning is quoted as root definition of jurists for the word option , they stated: "«الخيار ملك الفسخ العقد؛ خيار عبات است از توانایی فسخ عقد»" (Fakhralmohqqyn, 1389: 1: 482) and that means mastering the dispelling the effect obtained from the contract. In addition, the optionary has the authority to terminate or approve the contract (jafariye Langeroodi, 1373: 266).

The option of meeting place in jurisprudence and law.

The option of meeting place means that the parties of the sale contract are able to terminate the contract as long as they attend the meeting, each without the consent of the other party, because the Prophet Mohammad (PBUH) has stated: "«البيعان بالخيار ما لم يفترقا»":it means that, the seller and Buyer have the right to terminate the contract as long as they are not separated" (Kleene, 1367: 5: 170, H 6). In addition to this narrative, there are other narrations that can be used as evidence of the option of the meeting place, including the hadith narrated from the Prophet (PBUH) such as: «البيعان بالخيار ما لم يفترقا، فاذا افترقا فلا خيار بعد الرضا منهما»، «المتبايعان بالخيار ما لم يفترقا»، «المتبايعان بالخيار ما لم يفترقا عن and narrative from "مكانهما، فاذا يفترقا فقد وجب البيع»، «المتبايعان كل واحد منهما بالخيار على صاحبه ما لم يفترقا» Imam Ja'far al-Sadiq (PBUH) who-says: "«أيما رجل اشترى من رجل بيعاً، فهما بالخيار حتى يفترقا، فاذا افترقا»": «وجب البيع» can be mentioned (Horr Aamely, 1416 AH: 18: 5).

Imam Khomeini (BUH) said, either in terms of the text or in the adjudgment, there is no doubt or uncertainty about the consolidation of the option of the meeting place for both parties (Khomeini, 1379: 4: 42). Sheikh Ansari (BUH) also has mentioned to this subject in "Makasib" book stated that "there has not been any disagreement among Shi'ite jurists relating to the option of meeting place stabilization." (Ansari, 1374: 13: 72) thus, it is clear that there is no doubt for the option of meeting place in the traditional contracts or transactions. Iranian civil law also by following the Shiite jurisprudence has enumerated the option of meeting place in paragraph 1 of Article 396, and has stated the related provisions in Articles 397, 453 and 456. The Article 397 of the Act also stipulates that: "Every parties of the contracts has the right to terminate the transaction even after signing the contract as long as both parties attend the meeting place". This segregation is optional, and the separation is mandatory, as a result it could be proved that if they are separated by force, the option of meeting place is still existing, it means the segregation would be effective not the separation (Shekari, 1380: 117). It should be noted that this type of option can be considered as the part of the "Options for Sale» that are only applied in the sale contracts and the necessary rules and provisions for implementing them would be merely within the sale contract.

This issue has been stated by Article 456 of the Civil Code as follows: "all types of options in all irrevocable transactions may be available, except the option of meeting place, animals and delayed payment of the price, which is specific to sale". Hence, the landlord and the tenant would not be able to terminate the lease contract according to the option of meeting place. The reasons of dedicating the option of meeting place to a sale can be expressed in three cases: a) in the narrative "يفترقا لم ما بالخيار البيعان". The concept of option is "sale" not as the other titles; b) a lack of evidence to prove the option of meeting place in other irrevocable and the principle of their necessity; c) The Shiite consensu. (Movahedi Moheb, 1390: 142).

Sheikh Tusi (BUH), in addition to mentioning the number of irrevocable contracts such as rent and contract for harvesting against a share, and believing in this concept that the option of meeting place is not dedicated to the mentioned cases, argues that in revocable contracts such as mandate, debt, a loan, reward and deposit the option of meeting place doesn't exist and the reason is related to the Shiite jurists' consensus and in their opinion there is no difference. In this regard (Tousi, 1407 AH: 3: 13), Sahib Javaher (PBUH) has made the claim of consensus on the validity of the option of meeting place among Shi'ite jurists (Najafi, 1365: 23: 4) as well as Ibn al-Zahra (PBUH) in Ghaniyah has claimed of consensus on dedication of option of the meeting place to the sale contract (Ibne Zohre, 1417 AH: 1: 217), and Ibn Idris (PBUH), in addition to enumerating the number of irrevocable contracts such as lease, assignment, peace and harvesting against a share, believes that the option of meeting place is merely dedicated to the contract of sale and other abovementioned contracts are not perceived as a contract sale (Ibn Idris, 1368: 2: 245).

Thus, the concept of the option of meeting place is as long as the contract sale remains and the seller and the buyer both are present in the meeting place and are not separated, any of which would be able to terminate their contract. The solitary of the option of the meeting place is one of the conditions for implementing the option of the meeting place that has been used in two senses: In a sense it means the both parties' offer and acceptance in a meeting be credible in a way that the offeror and the acceptor attend in one place. The second meaning is that in the event that a meeting has been validated, after finalizing the contract between the two parties, it would not be terminated by separating one party from the other and it is considered as the matter of the debate.

Imam Sadiq (PBUH) states in this regard that: "Everyone who purchase something from the other, has the right to terminate the sale contract as long as they are not separated and when the separation is accrued the sale contract is obligatory and necessary" (Shekari, 1380: 118). Sheikh Tusi (PBUH) considers the solitary of the option of the meeting place when the both parties present physically

with each other. He says as long as the physical segregation between the both parties has not been accrued, the possibility of terminating the contract exists. Ibn Idris (RA) and Sahib Meftah Al Karamah are also consider the "meeting" as the physical community of the both parties. (Khatami, 1381: 34)

4. the starting and ending point of the option of meeting place

According to the jurists' renowned idea, the optional meeting place starting point, is when the offeror and acceptor joint to each other and the contract has been concluded, and the contract deadline is when the both separate from each other. Also, there has been derivatives on option of meeting place and its related concepts, which has been the subject of jurists' debates heretofore from ancient times, such that, if the sale contract be signed by a lawyer who possess the absolute legal and the delegated presents in the meeting, each of which can apply the option of meeting place. But if the lawyer doesn't have the absolute attorneyship and only has the legal power to conclude the contract of mandate, he will not have the right to terminate the contract and only the delegated can terminate the contract at a time when he presents at the meeting.

Leaving the meeting contract by any sides may also revoke the right of option itself and remaining the other side at the meeting will not be considered as a permission for implementing of the right of option in any way. If the person signing the contract on behalf of both parties, the jurists' well-known opinion in this regard is that the option of the meeting place is not allowed, because this option is implemented when the contract is concluded at least between two persons and If given, only the contracts principles is mandatory, not the option of the meeting place (Katouzian, 1368: 10: 30), what was explained hitherto was the substantiation of option of meeting place in all kinds of traditional contract sale, that is, where the vendor and the customer's presence physically at the meeting place. The question that has been raised here is whether the option of meeting place can be applied to electronic commerce such as internet and telephone transactions as well or not?

The possibility of applying the option of meeting place provisions in continuous e-commerce.

By examining the responses to above questions, it is observed that the discussion has brought up to two major theories among law scholars and jurisprudence, which include:

The first Theory.

Some scholars based on the common definitions about the option of the meeting place in Jurisprudence, believe that the option of the meeting place is dedicated to the transactions in which the both parties come together in one place. So, as long as the parties are sitting in the meeting place and not separated even in cases where the parties speaking about the subject other than their dealing subject, and they left the meeting together, the power of the option of the meeting place remains. While such a situation is not being assumed in electronic commerce. So, in electronic commerce, there is no option of the meeting place.

According to one of the writers' statement on this subject: "it is well implying from the provisions of the option of the meeting place that real presence in the meeting place contributing in this way as well as the intellectual connections and merely a spiritual connection is not a reason for option of the meeting place, in case the both sides put an end to their statements in meeting place contract being engaged in each other's work, as long as they don't leave the meeting place would have the option of termination, while their intellectual connections have been disconnected (Catouzian, 1368: 1: 48). The documentary for this these peoples' opinion such as the Shaykh Mufid (PBHM, 1410 AH: 591). And Abul-Salah Halabi (PBHM) (Halabi, 1403: 352) and after them Sheikh Tusi is that, assume the option of meeting place where the both parties physically are present in sight of each other. Sheikh Tusi (PBHM) says in this regard that: "As long as physical separation between the both parties has not been reached, the possibility of terminating the contract exists" (Tousi, 1407 AH: 3: 9) Ibn Idris (PBHM) after Sheikh Tusi (PBHM) suppose the realization of the meeting place in physical community of the both sides. (Helli, 1368: 2: 274).

Therefore referring to the scholars' attitude, the option of meeting place doesn't exist in corresponding contracts, because there are differences of time and place between the parties and the unity of time and place are not observed which are perceived as the vital elements of the option of the meeting place (Katouzian, 1368: 10: 32); also, when the sale contract is conducted by phone call, the option of the meeting place will not be created because it is considered as the exception of the contracts requirements, so limiting the option by applying the required authenticity and the need for preserving the authenticity and consistency of trading is required that the option of the meeting place been allocated via the dominant contract sale method.

The first theory analysis.

However, in the analysis of this quote, it seems that in addition to the exception of the option of the meeting place as a requirement for contracts, paying attention to modern and developing methods of electronic transactions which consist identical components of traditional trades are also of importance and by astringency in adapting the conditions, the dynamic process of jurisprudence will be faced with predicaments and in such cases, addressing the traditions may be helpful.

It should be noted that although in some types of indirect contracts such corresponding contracts, the both parties don't have the physical presence at the concluding time mental and intellectual relationship between them so that they affect white each other's personality; however, in such contracts despite the lack of physical presence of the both parties, there is a voice, video or thought-provoking communication between them, such as transactions being conducted in cyberspace, in fact, this direct intellectual and emotional relationship can be the simile of a meeting perimeter and the known option for the physical of the meeting place will also be made for virtual meeting place (Position Nia, 1391, p. 88)

It should be noted that indicating the meeting title in narratives doesn't merely mean the physical sitting of the both parties, but it is because of this fact that, the transactions being concluded in most cases by sitting physically in the meeting place and the parties dealing and bargaining with each other sitting in one place near to each other. So, what IT is important in the realization of this option is being the both parties together as the common concept not just sitting beside each other. It should be noted that regarding the locational segregation in continuous transactions, the seller and the buyer are always apart from one another and this locational distance differ from two places in a city to two continents. In any case it cannot have the sense of being together, but from the designers' and users' of cyberspace common procedures perspective this type pf relationship could means to being in the same meeting place, since the cyberspace users' common approach is such that they finalize the dealing and contract sale during concluding a continuous trading and after the acceptance announcement on behalf of the buyer. the Iranian writers of civil rights have approved the acceptance submit to decide the contract date and in fact the locational segregation in e-commerce can be considered as an examples of distance contracts.

The second theory.

The other quotation in this regard can be that what is crucial in the contract of sale is the intellectual and mental relationship between both parties not the physically presence, since these two objects, may had been next to each other frequently, and the meeting may have had not been led to concluding the contract of sale, because the intellectual and mental relationship has not been created about the intended sale contract between them.

What it is leading to concluding the sale contract is mental and intellectual relationship between the parties which is realized in E-commerce by internet and phone call and make a connection between the parties and they will also declare their intention to work together to make the sale. Therefore,

this mental and intellectual relationship between the parties during phone conversation or internet connection can be assumed as the presence at the meeting and the option of the meeting place can be applied for both sides as long as the connection is not disconnected.

Form these people' opinion, the option of meeting place requirement is not necessary the both side getting together in a single place or being close to each other. According to one lawyer's point of view: "If the buying and selling been conducted by phone call, as long as the parties keep the situation in conversation and maintain in this condition the option of the meeting place will be remain and once the connection is logged-out by one of the parties, the situation is impaired and the required segregation has been achieved in that situation, the option of the meeting place will be overthrow" (Boroujerdi, 1339: 98); although he attests this issue and the meeting is assumable for these type of transactions according to his statement, but eventually this would be a contemplating. This displays that even this individuals are more willing to lack of option of the meeting place in distance electronic commerce (Caouzian, 1368: 50), one of contemporary jurists also believes that: " The meeting union doesn't purely mean the offer and acceptance being achieved in a single place, although it prevails, but the meaning of the meeting place is remaining of the offeror and acceptor in the same place where the contract is concluding even though the buyer and the seller dealing by telephone or other than that, but if they leave the place , the segregation is achieved and the option of the meeting place will not be remained" (Rouhani, 1414 AH: 17: 26).

The second theory analysis.

Some scholars for rejecting the mentioned theory have referred to some jurists' rulings including Imam Khomeini who believes that (قدس سره): "What is applied from the texts and rulings is that the option of the meeting place for the both parties who are present as the meeting sale contract could be invariant and all these constraints the attended parties all can be the condition of the option of the

meeting place reliability. So, if any of these constraints doesn't exist the option of the meeting place will not be brought up. There for the attend the meeting place can be considered as the matter of debate" (Khomeini, 1379: 4: 41), but according to some scholars, such as Ayatollah Javadi Amoli, about the option of the meeting place, the meeting title should be retained, as long as the meeting is remained the option will be existing and when the meeting doesn't exist the option will be surmounted, and it depends on the accuracy of the meeting title. If the meeting title is not true, the option of the meeting place will not be constant because the appellation is derived from the knowledge of the majority and the methodology, the sale community meeting is in which the dealing is being take place, and as long as the meeting is being stable the meeting title will be truth and accurate, and when the meeting is disintegrated and it will result in division.

Hence the option of the meeting place will be overthrow. Since the title of the meeting place is not perceived as the reason for applying the option of the meeting place and it would depend on the segregation. So, the principle of the option is that sale community must be preserved and the meeting title is not valid and this appellation, as stated above in the words of scholars is derived from the knowledge of majority not from texts. And this is the matter which is significant in narratives in which the documentary of the option has been mentioned. Hereupon where the community has been gathered for the sale, the option of the meeting place exists and it can be concluded that in continuous online dealing the mutual relationship between the parties can be reserved and the contract of sale will be ongoing.

What is seen as important is that «افتراق كل شيء بحسبه» so as long as the connection is not cut off, the segregation has not been happed and the option of the meeting place remains. As a result, in continuous electronic transactions, the sale contract is correct and the option of the meeting place is also assumable. In this hadith by Imam Baqir (AS) regarding the issue of segregation, displaying that the he walked a few steps after the contract in order to make the contract of sale irrevocable and

the option of the meeting place overthrow, and this way of segregation is considered as one instances of separation This doesn't imply the restriction of the segregation of the aforesaid subject (Horr Aamely, 1416 AH: 18: 8). As much as the origin of the option is preliminary, not confirmatory, the segregation which is considered as an overthrowing factor for the option of the meeting place is preliminary not confirmatory, so each community needs its own segregation. So, in telecommunications, the origin of the selling is correct and since the sale meeting exists the option of the meeting place is stable, as long as the connection has not been disconnected, the option of the meeting place could be applied. So, what is crucial in authentication of distance transactions, such as continuous electronic commerce or phone call is, the relationship between the parties which should be implications as the title of the meeting place. Therefore, in these types of transactions dealing and negotiating between the parties is perceived as the implications of meeting place and as a result the option of the meeting place will be applicable and the segregation occurs when the result of the relationship between the parties be discontinued.

In this context, Javadi Amoli stated what a beautiful interpretation that "the communicational community is important, not the meeting place, so in distance or the near phone call trading, wired and wireless, in land or in the sky, it is true that someone is in earth and the other is on aboard or in the aircrafts and he has gone there and from there he is trying to negotiate the contract or dealing with the other party. Any way, this type of transaction is also true and the option of the meeting place is applicable as well ,and when the connection is disconnected the segregation will be accrued" (Javadi Amoli), the lessons of option: Session 30). Therefore, according to this theory and assuming the conventional of the continuous electronic meeting place by the designers and users of cyberspace, until the time of buyer acceptance which finalize the dealing the option of the meeting place would be feasible for such transaction. And the buyer should be able to terminate the contract after sending confirmation and disconnection according to the option of the meeting place.

Of course, this matter is applicable only in distance transaction after implementing the offer and acceptance immediately and in dealings or transaction in which there is an interval between the offer and acceptance are such as the dealing in which offer and being conducted through posting could not be done. it should also distinguish make between the continuous electronic transactions and between the dealings between the buyers and sellers by online purchases.

Implementing the possibility of the option of the meeting place provisions in electronic transactions.

According to the abovementioned opinions and the derived analysis expressed in the following, the implementation of the possibility or lack of possibility of the option in variety of electronic transactions will be examined and in order to differentiating these type of transactions; two conditions could be imaginable: 1. The parties dealing and corresponding via the Internet (e-mail or text and video conversation) deal; 2. The parties through conversation or video conversation over the phone (landline or mobile) by Internet dealing and concluding.

Correspondence trading via the Internet (e-mail and text or video conversation).

This type of transaction consists two synchronous and asynchronous parts. In such transactions, the sale contract been concluded place in a place and at a time period that the audience's serious will be identified in offer and acceptance, since the Islamic and Iranian legal system considering the finalized contract when acceptance been happened, and consequently understanding the acceptance should be indicated in a way implies the acceptance.

As it is stated in civil law "the contract is realized with the intention of confirmation and with the condition of being something that implies intention", therefore, if the acceptor setting up a letter

indicating the acceptance and send it via electronic form (e-mail), the deal has been achieved at that time, although the e-mail containing the acceptance arrives after a while to the offeror.

The importance of this issue would be realized when the offeror doesn't announce his acceptance, then he would be able to declare his deterrence, but after the declaration of acceptance by him, given that the contract is concluded, there is no possibility to withdraw the acceptance. Of course, there would be two modes in this regard. since having a document is seen as a condition in this situation generally, it is better in this case to stating that the option of the meeting place could be terminated by seller and the buyer as long as the acceptance letter is not reach to the seller (or it isn't sent by parties in other words), the buyer and seller are able to it, so the right of termination equivalent to the option of the meeting place remains up to that point. It is also worth noting that the sequence of offer and acceptance has been accepted in our country's desired laws, including Article 1065 of the Civil Code states that the sequence of offer and acceptance is a condition for the validity of the contract.

According to the contract, concluding by telephone and correspondence through offer and acceptance, it is necessary to clarify the sequence of offer and acceptance. Of course, it should be noted that the order of the sequence of offer and acceptance implies that the time interval between them should be appropriate and in accordance with the nature of the contract and it should not be repealed. In correspondence electronic commerce the interval time between the offer and acceptance is usually in accordance with the receipt of the message and receive its response.

When the transaction is concluding merely by corresponding and there is no synchronization between the dealers, in principle, the option of the meeting place meaning the physical and spiritual relationship doesn't exist since the starting and ending point of the option of the meeting place cannot be assumed, but the right of termination equivalent to the option of the meeting place at the moment of receiving the letter of acceptance exist, unless the one side start negotiating at the same

time, the acceptor sent the acceptance letter. For example, a buyer makes a call to the vendor and informs him that he is sending the letter and after reading the letter he shall ask for his response at the same time, and they could enter into a negotiation, answer and ask him or through "text conversation" or "video conversation". The customer's request and his condition and the product specification will be transferred while there are intellectual connections between them. So, in correspondence electronic communication, such as the example above, if the intellectual communication is established between the both parties, the option of the meeting place is stable and there is also the possibility of applying it.

Conversation and video trading via landline or mobile phone and Internet.

In this case when the contract been concluded through a telephone conversation, it appears that the option of the meeting place is applicable, because according to the Prophet's hadith «البيعان بالخيار حتى يتفرقا»,, the option of the meeting place remains and it should be noted that the sale community and segregation is accordance with the parties' position. In traditional dealings, it is proportionate that both the parties sit down opposite each other, but in electronic trading, the parties would have a distance connection and can express their intellectual and spiritual relationship, and interests via electronic media such as mobile or landline phone.

There would be uncertainty about the differentiation between concluding the contract via mobile phone or landline phone, because in expressing about the option of the meeting place concept it was stated that the separation by taking at least one step is considered as one of the reasons for overthrowing the option of the meeting place and; and there would be doubt that in dealing via landline phone, the option of the meeting place would overthrow when every person attend the sale community leaves the meeting place, but in dealing with mobile phone, it is possible that the dealer is moving by car or plane and engaging in a transaction.

To replying this question, we should say that in transactions by phone, the option of the meeting place remains as long as the connection is making between the two, it means that the parties through transfer their intellectual and spiritual relation through phone lines and Internet to each transfer and during the connection time. The option of the meeting place will remain, and when the connection is cut off both sides' adoption, it would be a time to put an end to option of the meeting place. So, it should be noted that according to the second theory, leaving the meeting place which has mentioned in the option concept, is the "Disconnection" in all electronic commerce. Hence in a situation where parties are in live sharing verbal and visual and online communication the status is as so, this mode is very similar to the physical presence of the parties.

It is known that in this case till the time of concluding the contract and the continuing presence of the parties in the two-way communication, the option is stable and if one party rejects the contract before concluding it, the task is clear, and if the connection of the one of the parties fails, any concluding will not be happened until the reconnection happen between them. But after the offer and acceptance and concluding the contract the option of the meeting place exist until the disconnection is stable, as the traditional trades.

Analyzing the comments on the option of the meeting place time in electronic trading.

Of course, there are different views on the provisions of the option of the meeting place and its acceptance in corresponding conversations and video contracts, either by phone or through the Internet connection, the first theory is the theory of "acceptance announcement". The proponents of this theory say that the contract will be concluded as soon as the acceptance issuance then at the same time, the commitment is created.

According to this theory, the concluding contract location is the location of the acceptance announcement as well. According to this theory, phone call and visual dealing with the approval of the transaction, the contract is concluded, and in fact since the confirmation time, there is not option

of the meeting place. In online and real-time transactions such as exchange the same procedure is considered and since in this type of trading the transactions are mainly due to the acceptance of the transaction the contract has been concluded immediately,

And the possibility to terminate the transaction and consideration of the option of the meeting place will not exist. The second theory is the theory of the "Sending the acceptance" is. According to this theory, the contract been concluded when the acceptor takes the acceptance to the stage that he would be able not to deviate from that. Thus, the right of the termination of the option up to the aforesaid time would be feasible. And according to this theory, the right of termination equivalent to the option of the meeting place up to the time of sending the acceptance letter exist as well. The third opinion in this regard, is "the received acceptance (receipt)". According to this theory, the sale contract and the commitment create when offeror receive the acceptance, because in this case the acceptor cannot extradite the acceptance announcement. In addition, the offeror's awareness of the contents of the acceptance couldn't be considered as the condition of concluding the contract. In this theory, the place of concluding the contract, which is the location of the commitment is seen as the location of the receiving the acceptance.

Accordingly, as long as the acceptance announcement has not been received, the parties have the right of the termination of the option up to the receiving time of the acceptance as an opportunity to terminate the contract. This quote is valid on correspondence transactions. However, in online transactions, there are some delayed transactions in which the acceptance is postponed in reaching to the offeror. Such as the receptor be aware of the offer in a few days later send his acceptance. There is no doubt that in such contracts any meeting place is not be imaginable, even as the intellectual and mental relationship between the parties' psychopathy and the exception of the option of the meeting place cannot be applied to terminate the irrevocable contract.

In electronic contracts, which are concluded by two computer systems, as the both parties, the realization of the meeting place and the option of the meeting place does exist; so, we can say that in this kind of electronic contracts there is no physical and spiritual connection between the parties due to the virtual site and lack of physical presence of the parties in the meeting place.

The possibility of applying the option of the meeting place to terminating the contract of sale does not exist. The fourth theory in this regard, is the theory of "acceptance awareness". According to this theory, the contract and the commitment will be concluded after offeror 's understanding the contents of the acceptance; for example, one of the parties announce his agreement by phone call. According to this theory up to the parties' awareness time of the mutual acceptance, it is conceivable to terminate the contract. However, it suggests that there is no option of the meeting place. Of course, most of the lawyers disagree with these four theories; it can be concluded by summarizing the above-mentioned that the first theory which was acceptance announcement, is more valid in phone call and video transactions and the second and the third theory are reliable for corresponding transactions.

In addition to this, the proponents' citation of the third theory (receiving the acceptance) is that the acceptor can not refund the acceptance letter in other words the both parties possess a reliable document. It may be claimed since in the event of litigation by both parties a reliable evidence would be there in case of the acceptance derogation.

It should be noted that the nature of the contracts concluding by phone call and correspondence is based on principles of speed and confidence between the parties that the third theory and two other are in contradiction with these principles, because the phone call and correspondence dealing rely on the principle of mutual-reliance, and two unknown people who had not ever done any deal with each other don't enter into concluding any contract, except in cases where the both parties have a legal entity.

CONCLUSIONS.

From what was stated, it can be concluded that, considering the current trend among designers and cyberspace users and what is clear in virtual world expertise, dealing on the Internet, whether in the form of correspondence, audio, video or multimedia between buyer and seller continuously, could have the concept of a meeting place and this is something beyond the spiritual connection between the parties, as a result, the option of the meeting place will be feasible in electronic commerce constantly.

During the electronic transaction being conducted and before a final agreement on purchasing the product, the buyer can log-out the relationship with the seller or announces the cancellation of the transaction don't finalize the sale contract and terminate the contract, but this is something other than option of the meeting place because in this case the dealing is not still conducted and any contract has not been concluded yet so that the option of the meeting place be applicable, while the option of the meeting place would be executable after the conclusion of the contract and the selling and before the separation of the both parties from each other.

There are various ideas in the applying time of the option of the meeting place in electronic commerce, four theories have been examined in this field, "acceptance announcement," "acceptance sending", "acceptance receiving" and "theory of the acceptance awareness". It should also be noted that reliance merely on the exception of the option of the meeting place ruling can be perceived conservative to the principles of contracts requirements and it will bring up different consequences for the activists of the e-commerce arena.

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DATA OF THE AUTHORS.

1. Seyed Hassan Sadat. Ph.D. student of jurisprudence and principles of Islamic law, Qom Branch, Islamic Azad University, Qom, Iran. E-mail: h.sadat 1345@qom_iau.ac.ir

2. Seyed Mehdi Ahmadi. Assistant Professor of Jurisprudence and Principles of Islamic Law, Qom Branch, Islamic Azad University, Qom, Iran. E-mail: ahmad@qom_iau.ac.ir

3. Alireza Asgari. Assistant Professor of Jurisprudence and Principles of Islamic Law, Qom Branch, Islamic Azad University, Qom, Iran. E-mail: asgari@qom_iau.ac.ir

4. Seyed Hassan Abedian Kalkhooran. Assistant Professor of Jurisprudence and Principles of Islamic Law, Qom Branch, Islamic Azad University, Qom, Iran. E-mail: Mirhasan4@qom_iau.ac.ir

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