Remedies For Breach Of Contract In Islamic And Iranian Law

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Learn more on some remedies to a breach of contract. General damages cover the loss which was directly connected to the breach of contract and they are the most common type of damages which are awarded for breaches of contracts. In contrast, special damages (also referred to as consequential damages) cover any loss which was incurred because of special circumstances or conditions which the breaching party knew about when the contract was made. It is important to note that the non-breaching party has a duty to mitigate. This means that it has to do what is possible and reasonable to minimize or avoid the losses which were incurred because of the breach. The doctrinal basis of Islamic law is the point of departure for this study. A brief historical sketch reveals the doctrinally-based components that have evolved into Islamic law. Islamic belief begins with Prophet Muhammad, the Messenger of God (Allah). See also Amin, S.H., Remedies for Breach of Contract in Islamic & Iranian Law 11-12 (1984); Doi, Abdur Rahman I., Shariah the Islamic Law 355-356 (1984). 7. Atiyah, P.S., The Law of Contract 1-19 (1961). See also Havinghurst, H.C., The Nature of Private Contract (1961). 8. Makdisi, , Legal History of Islamic Law & English Common Law: Origins & Metamorphosis, 34 Cleveland St. L. Rev. 3-18 (1985). Remedies There are five remedies available for breach of contract or a threatened breach of contract. The remedies include specific performance, interdict, declaration of rights, cancellation and damages. The first three may be regarded as methods of enforcement and the last two as recompense for non-performance. Damages Damages for breach of certain special types of contracts, such as sales, leases and contracts of employment are frequently assessed according to principles that have evolved to meet the special requirements of the particular contract. The law relating to awarding of damages ensures that undue hardship is not imposed on the defaulting party by obliging the sufferer to take reasonable steps to mitigate his loss or damage.