Trades by minors in the light of fuzzy logic

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Abstract

Minors are plural form of minor meaning a child not reaching canonical maturity limit. Minors are among incapable people prohibited from possessing their properties and financial rights by transition Act in Article 1207 of Civil Law. But it should be recognized that, according to legal standards, there needs to be some distinction between minors’ acts in criminal matters and civil ones just as the distinction between competency of discerning minors and non-discerning ones within civil matters, which are distinguished based on legal standards. Therefore, each case needs to be examined specifically according to fuzzy logic and relativity of principles governing trades by minors, which cannot be considered void absolutely because of incapability caused by minority of age.

Keywords: Fuzzy logic, Trades competency, Incapability, Minors.
Introduction

Present paper tries to investigate trades by minors, including common divisions of discerning and non-discerning ones, on the basis of fuzzy logic. To describe the thought from which fuzzy logic originated, it should be said that fuzzy thinking is based on this principle that in reality world, all things are not in the space between 2 block and white limits. The message this paper intends to convey to readers is that although black and white logic exists, it is a particular state of extensive fuzzy logic. In Aristotelian logic, the first and second preliminaries of any rationale are exact and firm expressions, and so is the resulting inference. But the major problem with this logical reasoning is that, in real world, nothing enjoys such certainty that firm inferences can be extracted from, but rather expressions mentioned above are in definitive and/or fuzzy (Kosko, Bart. Translation by Ghaffari, Ali et al., Fuzzy Thinking, p. 10). For each trade, there exist some necessary conditions which should be met by parties in order for respective contract to be concluded legally, having required strength. For this reason, in Civil Law Article 190, legislator enumerates basic conditions for accuracy of a trade within 4 clauses, in clause 2 of which competency is established by legislator as one of major requirements of trades so that if each of trade parties lacks competency required by the law, the trade will be void and/ or ineffective in some cases. So, in following discussions, we deal with maturity as one of necessary requirements to study trades competency. In addition, we deal with settlement of conflicts between Articles 212 and 213 of civil Law as well as between provision 2 and text of Article 1210 of Civil Law and, finally, overall conclusion of present research will be presented.

Section 1: Maturity

In Article 211 of Civil Law, legislator states that trade parties need to be mature to be considered competent. For this reason, following is discussing each of mentioned cases.

Maturity

As mentioned in prementioned Article, one of major parties’ requirements is maturity, which is first defined literally and terminologically and, then, is examined on the basis of Quran verses as well as on narrations. Moreover, we apply views of Emamiyeh and Sunnite Jurists of Islam.

Literal definition of maturity

Literally, maturity means to ripe and mature means ripen and youth, as opposed to immature meaning non-ripen and non-youth (JáfariLangroudi, 2009).

Terminological definition of maturity

Terminologically, maturity refers to the second stage of quadruple stages (childhood, adolescence, old age, death) of human life, in which sudden transition occurs in a person’s body, physical forces and sexual instinct. In fact, adolescence is the period of physiological evolution in human life when, in parallel of fast growth of body appearance, potency and proneness of genitals are provided to do sexual activities. Signs of adolescence include taller
stature, emergence of pubes and armpits hair and of beard and mustache, and ejaculation during sleep and awakens for boys; enlargement of breasts, voice change and menstruation for girls; and tendency to have intercourse with opposite sex as well as readiness to reproduce for both (Validi, 1994).

In this way, adolescence is naturally one of human life periods occurring after childhood and any human beings, in fact, leaves it behind.

Concept of maturity in Religious Jurisprudence

Many verses and narrations are introduced to identify maturity while Islamic Jurists’ views and discussions on this subject are outlined below.

A) Concept of maturity in Noble Quran

Holy Quran defines maturity or adolescence as the end of childhood when sexual growth and evolution occurs and children have a tendency toward marital relationship with opposite sex. As God says in verse 6 of Surah Nissa (Woman): Test orphans to see if they have grown sexually mature to get married, if so, give them back their properties. In this verse, marriage refers to the growth and evolution if sexual potency.

In addition, in other verses, God establishes wet dream as a criterion of maturity recognition.

In this regard, God says in verse 59 of Surah Noor (Light): When your children have potency of wet dream, they should get your permission in order to enter the house.

Under said verse in Tafsir Al-Mizan, AllamehTabatabaie writes: reaching wet dreams is equivalent of maturity at the end of childhood entering adolescence stage.

B. Criterion of maturity in tradition

In most narrations and Ahaadis introduced criterion of maturity for both males and females is termination of childhood, evolution of sexual instinct and reaching wet dream.

1) According to one Hadis, children are discharged of any responsibilities unless they gain sexual potency as much as wet dreams.

2) Quoted from Imam Sadiq, Sahihe of Hesham cites childhood terminates as children reach wet dream.

3) Quoted from Islam Holy profit, Imam Sadiq says Holy Profit told in His will to Imam Ali that After reaching wet dream, no child is orphan.

In vassael Al-Shiá, p. 431, Hadis 12 from chapter 24, Mohammad Ibn Ameli says, quoting from Imam Sadiq, that boys get mature at the age of 13 and girls at 9, but the main criterion for girls’ maturity is emergence of menstruation.

Expressing maturity norms in their works, Islamic Emamiyeh Jurists have identified a
Maturity Concept in Views of Sunnite and Emamiyeh Jurists of Islam

In terms of maturity ages for males and females, Islamic Sunnite Jurists disagree with Emamiyeh Jurists. As Ibn Arabi wrote about maturity age in view of Maleki faction, maturity signs include individuals’ ability to have sexual relationship, as demonstrated in males by wet dream, otherwise, it is indicated by a given age ranging from 15 to 18.

Abu Hanifeh, Loghman Ibn Sābet and his followers consider reaching ages of 18 and 17 for boys and girls, respectively, as the second sign of maturity.

For Imam Mohammad Shaféie and followers of Shaféie faction, termination of age 15 is the natural sign of maturity for both boys and girls. Followers of Hanbali faction regard reaching age of 15 as the third sign of maturity for males and females (Validi, 1994).

But for celebrations of Islamic Emamiyeh Jurisprudence, natural maturity age is full 15 lunar years for boys and 9 for girls.

Maturity age in view of Civil Law

Following views of majority of Islamic Shiite Jurists, legislator announces age of maturity as full lunar year of 15 for boys and 9 for girls in provision 1 of Article 1210 of Civil Law. In addition, abovementioned ages established in provision of Article 1 of Civil Law are those when a person can be criminally liable and punished according to Article 49 of Islamic punishment law. As legislator provides by Article 49 of Islamic punishment law approved in 1991, young children are exonerated from any liability if they commit a crime, announcing in provision of the same Article that, by definition, a young child is one not reaching lawful maturity age of earlier noted 15 and 9 for boys and girls, respectively.

Section 2: Trades by Incapable People

All persons basically have enjoyment competency, that is, they may have some rights, but they may have no capacity to exercise them. Those having no capacity to exercise their rights are described as incapable, based on which legislator establishes in Civil Law Article 213 that trades performed by incapable people are not effective, enumerating people described as incapable under Article 1207 of Civil Law.

According to the substances of said Article, incapable people include 3 minor, non-brave, and insane groups. Therefore, while defining incapability, initially, we address incapable persons and trades done by them.

Concept of incapability

Literal definition of incapability

Literally, incapability means prohibition, prevention, and having no competency to enjoy given rights and to exercise rights people enjoyed (JáfariLangroudi, 2003).
Terminological definition of incapability

In terms of Civil Law and Islamic Law, incapability means that persons are prohibited from possessing their properties and material rights, who are called incapable people legally and canonically because of said prohibition (Saket, Mohammad Hossein, 2007).

Types of incapable people

As mentioned earlier, incapable people include 3 minor, non-brave and insane groups, of which we deal with minors' trades first.

Trades done by minors

Plural form of minor is minors, meaning a child not reaching the canonical age of maturity. Minors are one type of incapable persons prohibited from possessing their own properties and financial rights by legislator words in Civil Law Article 1207. Based on legal standards being discussed later, competency of discerning and non-discerning minors must be distinguished in relation to civic matters.

Therefore, we examine status of minors in criminal matters briefly at first, next, we discuss trades done by discerning/ non-discerning minors in civic matters.

Status of minors in criminal matters

By carefully studying criminal matters, especially those established in Iranian Statutes, it needs to be said that the age of being liable and punished criminally as well as of having right to bring an action in non-financial criminal matters is the same age of maturity specified by our legal standards.

In relation to crimes committed by minors, including discerning and non-discerning, following views of Islamic Emamiyeh Jurists, our legislator provides in Article 49 of former Islamic Punishment Law (1996) that in case of committing crimes, children are acquitted from being liable criminally; providing in provision 1 of mentioned Article that by children, we mean those children who do not reach canonical maturity age. But for meaning of canonical maturity and for age being criterion of liability, following views of Islamic Emamiyeh Jurists, our legislator specifies in Provision 1 of Civil Law Article 1210 that maturity ages are 15 and 9 full lunar years for boys and girls, respectively.

Considering above Articles, it can be said that children cannot be regarded liable criminally, hence being published criminally, unless they have reached specified ages. In this regard, in Provision 1 of Article 295 and of Article 306 of 1996 Islamic Punishment Law, legislator announces intentionally non-intentional crimes committed by minors as mere mistakes subject to impunity. Additionally, in this sense, no civil liability is imposed on such children while the elderly is the custodian paying blood money in return for crimes committed by minors.

But for minors becoming mature, this question in raised: “Are they entitled to claim a right from others and to bring actions?”, again some distinction must be considered between
criminal actions and those related to crimes entailing civil effects. In this way, in Article 227 of 1996 Islamic Punishment Law, legislator differentiates cases where individuals bring criminal actions and where they bring civil actions due to a criminal act, establishing claimants must be wise and mature when they bring actions, and in case actions involve financial matters, growth is a requirement, too.

According to legislator, where a claimant brings a criminal action, for example, he seeks his father’s murderer to be avenged for blood; he should meet age condition which is the same canonical maturity ages of 9 for girls and of 15 for boys.

But for the action involving paying blood-money by murderer, since such payment to an immature child is considered financial possession, such a child has no right to bring a civil action in order to obtain blood-money and/or compensation for damages inflicted by committed crimes.

Therefore, the aim of studying child status in criminal matters is to see whether a child, including discerning and non-discerning, commits a crime(s) prior to maturity age, he is not liable and punished criminally according to legal standards.

But if children reach maturity age, they are both publishable and entitled to bring criminal actions in the event that alleged act is criminal although they have not reached growth age. But in cases where these children seek to bring civil actions due to a criminal act committed, they are required to be at growth age which is 18 in accordance with legal standards, having to obtain a court growth order stating ascertain of growth prior to 18 years of old.

**Minors’ Status and Trades in Civil Law**

In relation to trades done by minors, there should be some distinction between discerning and non-discerning minors since trades done by non-discerning minors are considered void and ineffective due to incapability of recognizing good-bad acts and profit-loss. As legislator establishes in Civil Law Article 121, minors’ acts and words are void and ineffective as long as they relate to material rights and property; however, discerning minors can take possessions free gratuitously such as accepting donation and free compromise and permitted possession.

Below we examine each case separately to see what status trades done by (non-) discerning minors have.

**Trades done by non-discerning minors**

A non-discerning minor is a person not being able to recognize his interests – losses, that is, he is not able to differentiate his own profits from losses. Although legislator has not determined some ages indicating who is a (non-) discerning minor, some jurists believe that it is between 7 and 9 for girls and 7 and 15 for boys because girls and boys at respective ages are ignorant and unaware, being in the limits of intelligence and no intelligence. In other words, before the age of 7, both girls and boys are called non-discerning ones since, as
mentioned earlier, they are unable to recognize their own interests and harms. But others believe that limit of discernment is above canonical maturity age, that is, full 9 lunar years and full 15 lunar years are considered for girls and boys, respectively (Shambaiaiati, 2009). In any case, a non-discerning minor is a child still unable to understand concepts of trade, contract, asset, profit and loss.

In any case, basis of dividing minors into discerning and non-discerning is presence and absence of apprehension and discernment; and as mentioned earlier, in Iranian law, no legal circumstantial evidence exists for discernment, but rather court judges should ascertain a child’s discernment using judge-made law.

Non-discerning minors are not competent to do legal acts since the will to do a trade requires involved persons be able to think of its existence, then, they do it based on their interest confirmation. Therefore, a child not being able to think of a trade, undoubtedly, has no intent to conclude a contract on it.

In this way, there should be no doubt that trades done by non-discerning minors are void and ineffective, so are their legal acts. Even their free accepting is not valid since they cannot be willing to do a trade without intention of doing so (Shahidi, 2009).

As legislator provides in Civil Law Article 212, to make deals with immature, insane, and non-brave persons is void due to the lack of their competency, stating in Article 1212 of Civil Law that a minor’s acts and words are void and ineffective as long as they relate to his material rights and property.

**Trades done by discerning minors**

A discerning minor is a person being able to recognize his own interests and harms (Emami, 2009).

This term is applied to those persons enjoying, to some extent, intellectual power to differentiate ugly, bad, harmful things from beautiful, good, useful ones while enjoying intention and will.

Now, a child has necessary intention and understands simple meanings of concepts of trade, enterprise and contract. However, he is not so sufficiently grown intellectually that he can make decisions on and manages his own financial, economic affairs and property and determine his policy of financial rights he has.

For trades made by discerning minors, it should be noted that some persons enjoy discernment power, but they are not mature or grown; this group of individuals can intend to do a trade since discernment suffices to realize and validate the will and intention, but their consent is not fully complete and valid due to the lack of growth or maturity, therefore, trades done by such individuals cannot be considered void, rather they are ineffective because of their impaired consent which can be resolved through authorization of lawful guardians.

Since discerning minors have some deficit solely in terms of their consent, but not of their intention, under Articles 121 and 1214 of Civil Law, they are permitted to make deals
the outcomes of which, namely free possessions, is in their interests. In order for such trades to be valid, authorization of lawful guardians is not required because mentioned minors have intentions to make the deals and because their own will and consent suffice to make contracts valid without consent from lawful guardians since no loss can be thought of to them through trades made.

With reference to the last part of Article 121 of Civil Law, therefore, discerning minors are allowed to possess something free such as accepting gifts/donation, free compromise and permitted possessions which create no loss to and impose no obligation on mentioned children; so supporting them, which is the ground of incapability during this period, requires contracts concluded by them to be effective.

For Dr Katouziyan, Article 121 seems to indicate that competency of minors is not limited to accepting donations or free compromises, which are exemplified by legislator as the most common contracts. Subject to this rule are any contracts creating free property or right in such minors’ interests, thus, discerning children can accept any right of exploitation (including right of benefit for life; right for a prescribed period; right of occupation), with effectiveness of such contracts meeting no barriers. Also, this is true for accepting endowments and contracts establishing right of easement for their own land or property.

In addition, Dr Katouziyan argues in relation to borrowing (loan) contracts that although borrowed objects are free and discerning minors pay nothing in return for exploitation, it cannot be claimed that borrowing is not harmful for them because, as trustees, they are obliged to keep borrowed objects safe and intact and to give them back to owners, being responsible for any defects or losses caused by their negligence.

So it is possible that incapable persons do not attend borrowed objects sufficiently due to lack of experience and/or unawareness of their values, as a result of which they are regarded as guarantors for object’s losses or defects. Therefore, supporting discerning minor requires that influence of borrowed objects they accepted be conditioned on permission of parent or guardian.

Criterion established in Article 121 cannot be applied to borrowing contracts because borrowers become responsible and committed to borrowed things.

On the other hand, Dr Katouziyan believes that to accept donations and free compromises, discerning minors can appoint someone as their proxies; and given that competency to fulfill a proxy duty is sufficient for a person to become a minor’s proxy, a discerning minor can accept other’s proxy for free possession based on Article 662 of Civil Law.

Additionally, he asserts that, under Article 85 of Non-litigious Jurisdiction Act, a parent or guardian can allow the incapable person to occupy himself with a job or career, if necessary, in which case the former permission includes supplies of that job or career.

Thus, in case a child is authorized by his parent to work in an appropriate place selling newspapers, this minor child can sign respective contract with newspaper office, sell newspapers, and buy more newspapers by earned revenue, becoming a member of newsstand syndicate.
In addition, Article 86 of said Act states that discerning minors are allowed to manage, with their parents’ permission or guardians’, property and profits made by them. So, such children’s parents can permit them to, for example, establish and manage a small library by expending profits earned via selling newspapers, all in an attempt to encourage children to work and to prepare them to take social life responsibilities.

Are trades made by discerning minors void or ineffective (Settlement of Conflict between Articles 212 and 213 of Civil Law?)

Civil Law considers trades by minors void and Articles 1207 and 121 of this law confirm said judgment by announcing that acts and words of minors are void as long as they relate to their properties and financial rights.

Opposed to what claimed these Articles extend to discerning minors. Exception for free possession in the last part of the Article shows that the first part governs minors, including discerning and non-discerning ones. On the other hand, Article 213 of Civil Law announces trades with incapable persons ineffective, with Article 1207 considering minors as incapable persons. And articles 85 and 86 of Non-litigious Jurisdiction Act contain some rules on work and its supplies contracts as well as contracts related to product of children’s lab our not being in agreement with their acts’ invalidity, which should be regarded as the result of ineffectiveness of contracts concluded by discerning minors.

In this connection, Dr Katouziyan argues that, relying on Articles 212 and 1212, some law authors consider discerning minors’ trades void, which is the same known view of Islamic Emamiyeh Jurists, in other words, they consider above mentioned trades void, too.

In contrast, other jurists believe that trades by discerning minors are ineffective, as supported by some Islamic Emamiyeh Jurists.

Confirming last view of mentioned Jurists, Dr Katouziyan considers financial trades done by discerning minors ineffective, giving some reasons like the as follows. Firstly, discerning minors can accept free compromises, donations and wills made in their interests; they are competent to free possessions, indicating that such teens are naturally able to manage, signifying that during this period of childhood, incapability only has a supportive face.

Secondly, to believe in ineffectiveness of minors’ trading is more compatible with basis of their incapability. If this basis supports such minors, why should their guardians not authorize trades being in their interests? To accept this view means that parents or guardians are vested with making decisions on trades done by teens in order to act in their interests, that is, they authorize profitable trades and reject harmful ones, preventing other trade party from abusing the basis of ineffectiveness.

Thirdly, he believes that rationale of common law does not accept such trades are void since, traditionally, precedent of intellectuals has been that some burden of life should be put on the shoulders of family young children while the society has felt it needed, and needs, their limited activities. Thus, law cannot simply neglect these reasonable needs, endorsing them.
In addition, presently, an important part of these trades is undertaken by young people, who act as representatives of their parents and sometimes independently, therefore, revocation of legal acts of all of them disturbs legal and economic relationships in the society.

Fourthly, Articles 85 and 86 of Non-litigious Jurisdiction Act, approved in 1939 after Civil Law, show that legislator considers possibility of authorizing acts of discerning children and mentioned Articles should not be deemed as exempting rule of revocation contracts concluded by discerning minors (Katouziyan, 1997).

While accepting ineffectiveness of trades done by discerning minors, Dr Shahidi also states that Articles 212 and 213 of Civil Law resulted in some misleading interpretation since the former provides that making trades with immature, insane and non-brave persons is void due to the lack of competency while the latter states that making trades with incapable persons is ineffective. Now, if we interpret incapability in Article 213 by some general meaning, such interpretation will be too distant because previous Article (212) announced trades by incapable people void and it is not logical for legislator to give paradoxically different judgments under 2 successive Articles, in other words, it is not reasonable for legislator to state once that to trade with immature, insane and non-brave persons is void, and, another time, state to trade with incapable persons (minor, insane, non-brave) is ineffective.

Therefore, it can be argued that, in Article 213, incapable persons include minor and stupid individuals in particular. According to Dr Shahidi, those considering trades by minor incapables void have relied on Article 212 and said Article 213 has exempted stupid persons. In other words, a general judgment is provided by Article 212 while Article 213 is specific in this regard, and the former is dedicated to non-stupid persons.

Dr Shahidi refuses to accept mentioned reason, stating that Articles 212 and 213 are not general and particular, respectively, since the former mentions 3 cases of minor, insane and non-brave which evidence its explicitly; and because the former is not general, the latter cannot all of it (Shahidi, 2006).

On the other hand, he does not consider the reason given by some acceptable, who say Article 213 overrides Article 212 with respect to non-brevity while Articles 121 and 1214 support it, reasoning that it does not make sense that legislator establishes Article 212 and abolishes it immediately, therefore, neither allocation nor abolishment of Article 212 is justified by Article 213 logically.

Having examined abovementioned words, ultimately, Dr Shahidi argues that all related Articles can be gathered together while their conflict is merely superficial, reasoning that, in Article 212 of Civil Law, although legislator makes trades by immature, insane, and non-brave persons invalid and void, it seems that those trades done by mentioned people personally independently are void.

So, by revocation, Article 212 means invalidity of trades done by mentioned people independently, and purpose of Article 213 is to state legal status of trades done by incapable persons, which includes discerning minors and stupid persons in particular, with lawful parent
or guardian not having authorized or rejected it yet.

To support this interpretation, he relies on Article 121 of Civil Law which absolutely exempts trades resulting in free possessions in the interests of discerning minors after announcing trades by minors void. The exception in said Article is obviously that type of free possession undertaken by minors independently. So, it is clear that none of Articles 212 and 1212 of Civil Law signifies revocation of trades done by discerning minors, even before their lawful guardians/parents make decision. Finally, he believes that what inferred from the rules is ineffectiveness of trades done by discerning minors (Shahidi, 2006).

Under Article 121, a discerning minor intends to make a deal, but there may be some deficit in the deal in terms of his consent not causing the contract to be void. For this reason, legislation considers trades fully 100% in the interest of a minor, without authorization of his guardian, perfect and valid. A trade done by a person threatened is not void although he is not consent at all, with stronger reason, therefore, a trade done by a discerning minor should not be considered void because he is consent, but not completely.

Additionally, trades by discerning minors are only ineffective according to insisting decision of Full Court of Supreme Court no. 3082 on date 04.29.1960 (Shahidi, 2006).

Imam Khomeini considers possessions and trades by minors inaccurate even though they are perfectly discerning and authorized by their parents/guardians before or after doing the trades (Imam Khomeini, 2006).

Dr Safáie argues that Article 1221 of Civil Law stating that minors’ acts and words are void and ineffective as long as they relate to financial rights and properties is directed at non-discerning minors in that legislator makes trades by stupid persons ineffective requiring authorization of guardians/parents to become effective, but what the difference between stupid persons and discerning minors is. Since discerning minors have, like stupid’s, apprehension power and legal will, unity of criterion requires that trades by discerning minors are also considered ineffective, not void. Moreover, by interpreting Article 121, it seems that adjective ‘void’ is used in this article with a meaning including both invalid in particular and ineffective. In any case, article 121 is brief, and by using other legal rules and articles, it becomes clear that legal acts of non-discerning minors are perfectly void (particular meaning) and of discerning minors are basically ineffective (Safáie, 2010).

**Settlement of conflict between provision 2 and text of article 1210 of Civil Law**

With respect to the conflict of Article 1210 of Civil Law and its Provision 2, Supreme Judicial Council Commission on Religious opinion held that substances of article 1210 and its provision 2 are each implemented on their own special case regardless of intellectual and constructional conflict between them and this provision is, in fact, allocated form of the said article, that is, a newly matured child is considered brave in relation to properties in his possession, but others holding his property should give it back to him in case they ascertain his growth.

Solution provided by former Supreme Judicial Council did not specify the difference between properties in possession of minors themselves and in possession of their trustees, guardians or debtors as well as why the society considers a mature person as brave in part 1...
and as incapable in part 2 of mentioned articles.

Eventually, supreme court decided to settle conflicts, stating in decision of procedural unity no. 30 dated 12.25.1985 that article 1210 of civil law, approved in 12.30.1982, which, as a rule of thumb, considers maturity ages of minors as evidence of growth while necessitating opposite to be proven, provides that they should be involved in any kinds of their own affairs except for financial ones requiring establishment of growth under the provision of mentioned article.

Based on this, when minors reach maturity ages and after proving their growth, they can independently possess and intervene with respect to properties they owned through contractual or forcible transfers of title while being prohibited to do so prior to proving growth. On this basis, it is necessary to appoint a guardian in order to manage minor’s financial affairs and to exercise rights created by them in favor of persons lacking a particular parent after reaching maturity ages and before proving growth.

Dr Katouziyan believes that it follows from judgment of supreme court stating that article 1210 considers them as intervening in any kinds of their own affairs except for financial ones that a 9 – year – old girl can make decisions on selecting or divorcing her husband, going to school or dropping out, her residence, nationality and religion independently while these matters are not less important than management of assets and influence her talents’ growth, fate, and family significantly. Such authority is too huge for as 15 – year – old boy, exposing him to the risks of various physical and spiritual dangers (Katouziyan, 1376).

In relation to decision of procedural unity earlier mentioned, Dr Safáie states that, given this decision, it should be noted that a minor is not considered incapable any more after reaching the age of maturity except for financial affairs for which a minor’s capability and independence in legal acts is conditioned on growth ascertaining and merely reaching the age of maturity does not create competency and independency for dealing with financial matters (Safáie, 2010).

Section 3: Fuzzy logic

What does fuzzy mean? As most English – Persian dictionaries indicate, fuzzy means literally ‘dismal’, ‘unclear’, ‘indefinite’, and ‘vague’. Here we address it. Being fuzzy means ambiguity or vagueness. A fuzzy statement has some degree of correctness although word precise is used against fuzzy.

Definitions of Fuzzy logic

Generalized fuzzy logic is the contractual or Boolean logic in which an approximate result is obtained from a statement instead of a definitive one. When the weather is cloudy, for example, we can conclude that it may rain, but we cannot definitively say that it will rain.

Imagine a world where the power of computer predictions is so limited that economists are not able to foresee levels of inflation or unemployment better than people having
miscellaneous information do. In this world, you cannot say a person is alive or dead and/or attribute truly a crime (given) to a person imprisoned certainly.

In such a world, sport achievements of your neighborhood depend, to a large extent, on both chance and referee’s attitude toward your team skills and mastery. Theoretically, none of above cases is likely to happen, but, practically, all of them can be realized. Management theory cannot completely include pragmatic paradoxes like abovementioned cases, but, like other forms of thinking and reflection, it can move toward rationalization of paradoxes and things such as chance, fortune, mistake, mentality, incident and suspense in life via a charter of control and rationality. If we envisage for a moment that the world will be hit by discordant shakes and strokes in ten minutes, we will act more slightly cautiously and observantly. We want to envisage this fuzzy world and replace its closed and limited nature by some clear and specified in sight and control making us relaxed.

Modern democratic states are often based on governments and opposition; courts seek to know whether defendant or plaintiff is rights; and syndicate relationships are resulted from settling conflict between employers and employees. Such robust arguments and instances are provided by semiotics and linguistics scholars, indicating that binary approaches are important aspects of how the world is built and understood. In this way, we understand the meaning of bad only when we have understood opposite meaning of good. This approach indicates the belief that meanings of social phenomena can be determined only on the basis of their relationships with other phenomena (not with themselves), for example, in a wedding ceremony, a seat you occupy is not important by itself, but rather its location is important, that is, the distance between you and bride–groom.

But is it not strange that such arguments and claims have only 2 sides, forcing us to decide on which one we are? For example, grass is green or not green; or if one party tells the truth, the other tells a lie, etc. it appears that we built our world on the foundation of some duality or some opposite binary spectra reducing complexity to a completely opposite pair. In contrast, our language is not limited to opposite binary spectra and is able to describe phenomena on a continuum, therefore, we do not merely have black and white, but we have gray and beyond that we have dark gray and light gray and so on.

For the first time, fuzzy thinking was developed by the work Lotfizadeh did on fuzzy sets, but it was based on Jan Lukasiwicz’s multi-value logic in 1920s, who believed that Aristotellian dual 2-D thought may be a way to simplify irregular and complex world, but this simplification is exactly a distorted and false simplification of reality. In view of Lotfizadeh, as complexity of a system increases, our ability to express its exact and meaningful behavior decreases unless some situation occurs in which precision and meaningfulness are not incompatible and divergent (quoted from Kosko, 1994, 148).

In this connection, Kosko himself points out that 2-dimensional capacity and value sacrifices accuracy in favor of simplicity (Ibid, 21). Fuzzy world is based on approximate reasoning, in which grass is neither green nor non-green, but it displays numerous tones of colors passing through different colors of one.
Conclusion

One logically common opinion is that each statement is either true or false and there is nothing in-between truth and lie although there exist some possibilities in-between certainly being true and certainly being false as well as in-between what is a truth and what a lie is.

This principle is one of forms of law rejecting the third alternative. Today, truthfulness and falsehood are considered jointly as two possible values of statement correctness. As it is said, rejection of third alternative law is known as binary law. In different times, logicians have provided indicating other possibilities, that is, possibility of existence of more than 2 values of correctness.

In ancient time and in Middle Age, such theories were integral part of certain philosophical issues. In present century, although the same philosophical issues exist at least at the time when multivalued logics began with Lukasiewicz, it was stressed that it was extraction of laws fully mathematically that needed a multivalued logic. At the same time, it is observed that systems and methods resulting from this sort of logics are ready to accept philosophical applications and interpretations completely different from what originally resulted in working on them.

As stated in research introduction, accuracy of each trade requires some conditions one of which is competency of trade parties established in Article 210 of Civil Law. On the other hand, legislator provides in Article 212 that trade parties need to be mature to be considered competent.

Looking at abovementioned Articles as well as Articles 1207 and 1214 of the very Law, it should be said that immature persons include minors mentioned by Article 1207 under title of incapable persons. So we must consider separation of trades done by minors. Based on top of Article 1212 of Civil Law, trades by non-discerning minors are completely void and invalid due to the lack of intention to conclude trade contracts and of understanding of profit-loss and good-bad, but for discerning minors, trades by them cannot be considered completely void because they relatively minimally meet necessary conditions and understand concept of trade.

In fact, minors’ trades need to be considered based on their intellection, thought, and social environments in which they grew and developed, and in particular, requirements, quality and quantity of trades should be taken into account while making decisions. In enacting Articles of Civil Law, it seems that legislator is reluctant to make ineffective minor trades void. Thus, based on fuzzy logic, each trade concluded by a minor is initially examined to make decisions on its rejection or acceptance.
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