

OPEN PEER REVIEW

Analysis of the Conditions and Regulations of Contract Termination in the Laws of Iran and Iraq

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1. Round 1

1.1. Reviewer 1

Reviewer:

In the first paragraph, you write, "termination occurs automatically due to legal or contractual reasons." This oversimplifies termination types. Consider revising to acknowledge that contractual termination often still requires party action or notice.

You refer to Articles 219, 221, 228, and 267 of the Iranian Civil Code. It would strengthen the analysis to include exact excerpts or judicial interpretations of these articles to clarify how termination is legally recognized.

The discussion on parties returning to pre-contractual status (e.g., Article 267) lacks examples. Include at least one case or hypothetical to illustrate how restitution is handled.

In "Analysis of Contract Termination in Iraqi Law," citations such as (Abed, 2021; Al-karawi, 2018) are used repeatedly without elaboration. Differentiate their contributions or combine where overlap exists.

The term "force majeure" is used without definition or discussion of its legal scope under Iranian or Iraqi law. Include definitions and how the concept is treated legally in both jurisdictions.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The opening sentence of this section repeats the definition of termination almost verbatim from the introduction. Consider consolidating or rephrasing for originality and to maintain reader engagement.

The text states that “contracts concluded with individuals lacking legal capacity are legally terminated.” This may need refinement. Is the contract void ab initio or voidable? Clarify using jurisprudential language.

The “Comparison” section should present differences and similarities in a tabular format or a structured list (e.g., headings like “Legal Basis,” “Breach Consequences,” “Force Majeure”) to enhance clarity.

The article does not address what remedies (e.g., damages, injunctions) are available following termination in either country. This is a critical omission for legal practitioners.

In the sentence “contract termination serves as a significant legal tool that allows the parties to be released...” the phrase “allows the parties to be released” is passive and vague. Rephrase to: “enables parties to legally exit unfulfillable contracts.”

Authors revised the manuscript and uploaded the document.

2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.