

Challenges of the United Nations Convention on Contracts for the International Sale of Goods in the Face of the Obligee's Conduct as an Obstacle to Performance of Obligations

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Received: 2025-02-19	Revised: 2025-02-26	Accepted: 2025-03-04	Published: 2025-04-01
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1. Round 1

1.1. Reviewer 1

Reviewer:

The introduction provides a sound conceptual foundation but is overly descriptive. For instance, the paragraph beginning “At the time of drafting most contracts, one of the issues that often receives less attention...” could be strengthened by directly connecting the issue of the obligee’s conduct to Article 80 of CISG earlier in the discussion.

The review of prior works is minimal and dated. Include recent international CISG scholarship (e.g., post-2020 works by Schwenzer or Neumann) to situate the study in contemporary debates on obligee cooperation and fault attribution.

The subsection combining “Good faith” and “Fulfilling obligations” conflates two distinct legal notions. Consider dividing them into separate thematic subheadings with clear transitions: one on performance of obligations, another on good faith as interpretive principle.

The analysis “The Convention considers two cases for exemption from contractual responsibility...” is solid but descriptive. Include judicial or arbitral precedents (e.g., Steel Tubes Case, 2002; Raw Materials Inc. v. Manifattura, 2016) to substantiate how Article 79 has been applied in practice.

The discussion repeats quotations from the same secondary source across multiple paragraphs. Broaden the doctrinal basis by engaging with UNCITRAL Digest 2022 or Schwenzer (2020) for a balanced interpretation.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The sentence “The focus of the mentioned article is on the Iranian and European legal systems, while the present study is centered on the CISG, which constitutes the novelty of the current research” asserts originality but lacks justification. Explain why this comparison matters for international legal harmonization.

The statement “such behavior should be analyzed within the framework of general principles of liability, including the action rule” needs clarification. Define “action rule” precisely—does it refer to *actio legis*, tortious liability, or a civil-law concept? Cross-reference with CISG Articles 79–80 to ground the terminology.

The statement “it is not necessary for fault to exist; merely the existence of a causal relationship is sufficient” is accurate but controversial. Add counter-arguments from authors who interpret Article 80 as requiring a minimal fault threshold (e.g., Neumann, 2012).

When discussing the right of retention under Article 58, the paper cites Iranian law analogies. Explicitly indicate whether these comparisons are illustrative or part of the formal analytical framework; currently, it reads as anecdotal rather than comparative jurisprudence.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.