

The Impact of the Reliance Theory on Compensation for Its Breach in Iranian Law and Common Law

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1. Round 1

1.1. Reviewer 1

Reviewer:

The analogy comparing a negligent driver with a promisor who causes detrimental reliance (p. 1, para. 2) should be more critically developed. The moral and legal equivalency between tort and reliance-based contract breach needs justification with supporting doctrinal authority.

In the paragraph ending with “many common contracts, such as reserving airline tickets... can be justified under this theory,” provide specific legal sources or case law where this principle is judicially upheld to reinforce the claim.

Throughout the section on promissory estoppel (pp. 4–5), the article omits reference to key cases such as Central London Property Trust Ltd v High Trees House Ltd. Including such precedents would strengthen the argument.

The statement “Estoppel is primarily based on harm...” (p. 6) oversimplifies the doctrine. It would be more precise to say that estoppel is based on preventing inequitable results arising from inconsistent conduct.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

When citing Article 2:105(4) of the PECL (p. 2), clarify that this provision relates to estoppel-like protections and discuss how it interacts or differs from reliance theory per se. This prevents conflation between European soft law instruments and common law doctrines.

In the sentence “In contract law, there is a significant distinction between the traditional will theory and the reliance theory” (p. 3), define “will theory” more clearly. Does this refer to classical contractual autonomy, or another theoretical framework?

The section on “assumption of responsibility” (p. 3–4) requires clarification. The current explanation is dense and lacks a succinct comparative table or example to contrast reliance theory with consideration theory clearly.

When discussing Section 90 of the Restatement (p. 6), include scholarly commentary on how this has evolved or been interpreted by U.S. courts to prevent overgeneralization.

The article focuses heavily on English and American law. Consider briefly addressing how reliance is treated in civil law jurisdictions like France or Germany for a more rounded comparative discussion.

The section “Impact on Iranian Law under the Rule of Causation (Tasbib)” (p. 7) lacks a direct doctrinal connection to reliance theory. Strengthen this by showing how Iranian jurists or courts interpret causal liability in reliance contexts.

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2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.