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| --- | --- | --- |
|  | * **نام و نام خانوادگی شرکت کننده**:
* **مقطع تحصیلی**:
* **گرایش**:
* **دانشگاه محل تحصیل**:
* **شماره همراه**:
* **شماره کارت بانکی در صورت برگزیده شدن**:
* **آدرس پستی دقیق به همراه کد پستی**:
 | * **مسابقه حقوقی مشک حقوق**
* **شماره مسابقه**: ۲
* **موضوع**: متن تخصصی حقوقی
* **زبان:‌انگلیسی**
* **هدف**: سنجش میزان درک از متون تخصصی
* **طراح و داور مسابقه**: دکتر طاهر حبیب زاده
* دانش آموخته دکتری حقوق دانشگاه منچستر انگلستان
* عضو هیات علمی دانشکده حقوق، دانشگاه امام صادق علیه السلام
 |

**داوطلب گرامی،**

**لطفا متن زیر را به دقت مطالعه کرده و به سوالات مطروحه پاسخ دهید.**

**پاسخ های شما به زبان فارسی باشد، ولکن پاسخ هایی که به زبان انگلیسی داده می شود از امتیاز ویژه برخوردار خواهند بود.**

**ارسال پاسخ نامه تا ساعت ۲۴ روز جمعه برابر با ۱۲ آبان ۱۳۹۶به آدرس الکترونیکی:** habibzadeh114@yahoo**.**com

**Please read the following text carefully:**

The equitable doctrine of promissory estoppel can provide a means of making a promise binding, even without consideration. It was developed from Lord Denning's obiter statement:

**Case**: ***Central London Property Trusty v. High Trees House Ltd [1947] KR 130***

**Facts**

In 1937 High Trees House Ltd leased a block of flats at the rate £2,500 per year from Central London Property Trust Ltd. Due to the war, occupancy rates were drastically lower than normal. In January 1940, the parties agreed in writing to reduce the rent by half. Neither party stipulated the period for which this reduced rent was to apply. High Trees paid the reduced rate for five years as the flats began to fill and by 1945 the flats were full. Central London Property Trust sued for payment of the full rental costs from July 1945 onwards.

**Legal principle**

The court considered *Hughes v. Metropolitan Railway Co. (1877) 2 App Cas 439* which concerned the doctrine of waiver — that is, that parties should be prevented from going back on a promise to waive certain rights. In this case, Lord Denning held that the full rent was payable from the time that the flats became fully occupied in mid-1945. He also stated obiter that if Central London had tried to claim for the full rent from 1940 onwards, they would not have been able to. They would be estopped (i.e. prevented) from reneging on the promise upon which the defendants had relied upon as long as the circumstances which led to that promise continued.

The doctrine of promissory estoppel applies subject to certain requirements:

* there must be a clear or unequivocal promise or representation (*Collin v. Duke of Westminster [1985] QB 581*);
* which is intended to affect the legal relationship between the parties (*Spence v. Shell (1980) 256 EG 819*); and
* which indicates that the promisor will not insist upon his strict legal rights against the promisee in relation to the promise;
* the promise or representation must have influenced the conduct of the promisee some way (it is often said that the promisee must have acted in reliance upon that promise) (*W J Alan Co. Ltd v. El Nasr Export and Import Co. [1972] 2 QB 189*);
* it must be inequitable for the promisor to go back on the promise (*D & C Builder v. Rees [1965] 2 QB 617*);
* the doctrine can only be used as a defence. Since it is an equitable doctrine, then it is 'a shield, not a sword'. It does not create new rights (*Combe v. Combo [1951] 2 KB 215*);
* the doctrine temporarily suspends rights; it does not extinguish them (*Tool Metal Manufacturing Co. v. Tungsten Electric Co. Ltd [1955] 1 WLR*);
* since it is an equitable doctrine, it is available only at the discretion of the court.

**Please answer the following questions:**

1. If you were the writer of the text above, **what** **title** would you choose?
2. Who is the **defendant** in the case?
3. Who is the **claimant** in the case?
4. What does ‘**obiter statement**’ mean?
5. Explain the ‘**Facts**’ of the case in Farsi/Persian:
6. Explain the ‘**Legal principle**’ of the case in Farsi/Persian:
7. What does the ‘**doctrine of waiver**’ mean?
8. What does this sentence mean and its legal effects: **if Central London had tried to claim for the full rent from 1940 onwards, they would not have been able to.**
9. In one paragraph, explain the meaning of ‘**doctrine of promissory estoppel**’?
10. According to the text, what does this phrase indicate: ‘**it is a shield, not a sword**’?
11. In this sentence true: **the doctrine of promissory estoppel ruins the rights**? True False
12. In this sentence true or false: the **doctrine of promissory estoppel** is available on the request of the promisee? True False
13. In this sentence true or false: the **doctrine of promissory estoppel** establishes new rights? True False
14. What is the position of Iranian law as to the ‘the doctrine of promissory estoppel’?

**Good Luck**

**Dr. Taher Habibzadeh**