



Denotations and their Kinds in Jurisprudential Principles and Statutory Provisions

Abolfazl Baghery Rad¹, Fiamma Defa'azadeh²

¹PhD Graduate, jurisprudence and law basics, Qom Seminary

²MA graduate, Law Department, Payam-e-Noor University; and, BA graduate, Arabic literature Department, Shahid Beheshti University, Tehran, Iran

Abstract: Although discerning the internal layers of the words is more difficult, it does not mean disregarding the special styles and methods for the recognition of the denotation of the words. Mantuq, equivalent in English to denotations, refers to the meaning that can be readily understood from legal terms and texts. In simple terms, denotation is the same surface meaning of the words and sentences. But, because this apparent meaning is expressed differently, it demands a separate investigation. The apparent expression is sometimes stated explicitly in the form of congruous and implicative connotation. Also, the implication can take an implicit or so-called indirect implication. The implicit or the very indirect implication refers to the use of a word to mean something other than what is stated which per se incorporates suitable implication, remark implication and demonstrative implication.

Keywords: denotation, connotation, implication, kinds of denotation

INTRODUCTION

The creatures of the world including the abstract ones or the matters, general or partial, all possess two distinctive and separate existences, one external existence and another mental existence. The external existence of any single thing is composed of matter and form. The sum of these two is the essence out of which an object is configured and form is the shape in which the quintessence of matter is manifested therein. These two existences have been proposed in words with discussions on denotations and various connotations.

Many discussions of connotation and its kinds are made in legal and principled writings, but a writing pivoting about denotation and its kinds is missing. Therefore, the present study deemed it useful and practical to investigate denotations and their types as well as the legal articles related thereto reasoning that the legislator firstly expresses his own intended signification, which is a general meaning, in a rather literal or denotative manner. The authors and interpreters all usually disregard this important aspect and seek to figure out the hidden layers of the legislator's utterance, whereas denotation is more authentic than connotation in a conflict between the two; moreover, the wise do not discard the appearance to look for things other than what is clear.

On the other hand, since the apparent meaning is stated differently, the judges, lawyers and interpreters might be perplexed in arriving at the real verdict without first recognizing the implication and the way it is expressed. Mantuq, equivalent in English to denotation, is the very apparent signification of the words, sentences and legal articles that are sometimes asserted explicitly by the enactors. Such a type of directness is sometimes expressed in the form of a term's implication of the entire contents of a subject to which it has congruously referred. For instance, Article (214) of the civil law states that "the subject of the transaction should be a certain property or action to the submission or fulfillment of which the parties are obliged". The article has implications on the subject of a deal and evidently the subject of a transaction is characterized by a

sale item and a price. So, the term subject of sale's implication over its entirety, i.e. the sale item and price is of the congruous implication type. Also, the denotation is sometimes expressed in the form of a term's implication on a part of its reference such as the implication of the term book to its sheets or hardcover. But, denotation is not limited to explicit expression of terms and the implication is sometimes uttered in tacit terms which should not be mistaken with connotation. Such a contextual implication includes suitable implication meaning that an utterance is commonly referring to the speaker's intention and the accuracy of his utterance is simultaneously made dependent on the existence of the same omitted topic that should be taken into consideration in interpretation like when an individual claims something from another and the defendant responds with saying "I have paid you the debt". It can be perceived from such a suitable implication that there must have been a debt because with the absence of a debt claiming for its liquidation is not sensible. And, the remark implication describes the situation where a verdict is made pendent over a specification and a cause in such a manner that the reason of the verdict is realized as the same specification. For example, Article (691) stipulates that "the guaranteeing of a debt, the cause of which has not been created is invalid". The verdict of invalidity of a guarantee and its cause can be figured out from the abovementioned article and this is called a remark implication and the demonstrative implication is the prerequisite to an utterance not intended by the speaker.

Therefore, the present study firstly deals with the explication of the denotative and common meaning of "Mantuq" (denotation) and examples will be provided to distinguish it from "connotation". Then, various types of explicit and implicit denotations are discussed in details. Also, it is necessary to point to some of the ambiguities and fundamental cases that might be mistakenly considered similar to denotation and finally the issue will be compared in general jurisprudence and statutory provisions.

1. **Literal and Common Meanings of Mantuq (denotation):**

Denotation conveys the idea that the signification of a term can be understood from the context it is used in and in fundamentalists' jargon it is applied in contrast to connotation (Dehkhoda Ali Akbar, 1993). The term Mantuq (denotation) is a derivation of Notq (utterance) and it is considered in discourse commonly as separated sounds explicitly expressed by the tongue and heard and memorized by ears (Raqeb-e-Esfahani et al., 2008). Commonly, Mantuq is the implication of a term where it is uttered (Saiwati Jalaluddin, 2001). By denotation the fundamentalists intend the meaning that is essentially implied by a term in such a way that the spoken word is seen as a cast or a container incorporating it. Thus, for the reference of a signification to a signifier, the meaning has been named denotation, i.e. the meaning, as a signification, has been named denotation, a signifier (Al-Muzaffar et al., 1992). Denotation (Mantuq) is contrary to connotation (Mafhum), derived of "understanding (Fahm)" which is the knowledge of a thing and this is the field where the lexicographers work on (Ibn Fares et al., 1982). In fact, connotation encompasses the meaning that is not stated in discourse but understood according to the combinatorial structure thereof and its subject has not also been mentioned in the sentence (Mohammadi Abulhassan, 1989). Or, connotation embraces "the tacit signification expressive of the point that if the conditions constraining the congruous signification are removed and disrupted, the denotation's verdict will also be revoked meaning that the canceling of the constraint revokes the verdict (Sadr, Muhamamd Baqer, 2007). In simple terms, connotation is an unmentioned verdict, but denotation is a mentioned verdict and by verdict here we mean the qualified relationship between a subject and its predicate and the author of Kefayatolusul (Hosseini Qomi, Muhammad, 2006) proposes the same definition for connotation and denotation in Muhazerat Fi Osul Al-Fiqh in which denotation has been used to refer to any meaning that is understood from a term through comparison or general or special context (Refa'ei Abduljabbar, 2006). And, connotation has been defined as the meaning understood from a term through its tacit implication that can be clarified in an example: "I saw a lion" implies the visible existence of the same wild animal that is discerned through congruous implication and it seems more complete than the other definitions. In Al-Mujez (Sobhani, Ja'afar, 2011), denotation has been defined as the literal meaning in the context. As a specimen, in the denotation "respect a person who has come to you" contextually implies the idea that one should respect he who has referred to him and, in other words, the sentence implies the abovementioned meaning within the framework and limits of the utterances expressed. And, in defining the connotation, it has been stated that the connotation is the meaning that the denotation

refers to in other than the context; for instance, the above example implies that it is not necessary to respect who has not referred to you. There are other scholars having opined ideas in this regard but they are not mentioned herein for their similarity (Hosseini Firuz Abadi Morteza, 1989).

Example One: Article (24) of the civil law states that “nobody can take possession of the public roads and streets and the alleys that are not blinded”. This is a denotation meaning that the alleys that are not closed can be possessed. One should note that every sentence and utterance necessarily possesses a denotation but it does not need to have a connotation, for example article (1003) of the civil law states that “nobody can have more than one place of living”. The article has a denotation but no connotation (Ja’afari Langerudi, 2014).

Example Two: Article (1) of the civil procedure code stipulates that “if a person with no legal permit and intentionally or negligently harms the life or health or the possession or freedom or commercial fame or prestige or any other right given to an individual by law as a result of which s/he incurs material or spiritual losses then s/he will be liable to compensate the losses caused by his or her actions”. In this article, the denotation is the sum of the words declaring an ultimatum, to wit the very use of everybody, as an indefinite pronoun, that implies a sort of generality and the phrase “without legal permit” which is the setting of conditions and the first determinant of the statement as well as the other terms preceded by “or” like “intentionally ... or by any other means” which is, per se, a second condition and identifier as well as the phrase “given to the individuals by law” (that speaks of the human obligations and prohibitions and subsequently for the human in the society) and also the phrase “as a result of which s/he incurs material or spiritual losses” which is the outcome of the second condition. In other words, according to the definitions, we can perceive that the abovementioned article’s denotation is that should anyone featuring the conditions specified in the article cause another to incur a loss then s/he is liable to compensate it. Thus, an expressive and apparent result can be discerned in an explanation of the article explicitly, hence not connotatively and not via exegesis, and this understanding has been inspired by the terms and nothing else and this is called denotation.

Example Three: Article (720) of the civil law states that “the surety who has made a bail with the intention to donate cannot claim its retake”. The statement speaks of an anonymous surety who has been identified by means of the phrase “who has made a bail with the intention to donate” and it is followed by a conclusion “cannot claim its retake”; the statement explicitly underlines the idea that the type of the surety with the abovementioned characteristics cannot withdraw his donation and of course the conclusion can only be extracted from the article’s text which is called denotative meaning of the words altogether. But, contrary to the denotations, it can also be perceived that the surety who has made a bail with no intention to donate it can claim its retake. So, this second look at the aforesaid article is based on a sort of exegesis beyond the specific meanings allocated to the words used in the statement and this is connotation.

Example Four: Article (1142) of the France’s civil law expresses that “any obligation to perform a duty or leave it undone can be claimed for compensation if not fulfilled”¹. The denotative and connotative meaning of the article can be simply discerned. This way, and based on the congruous implication, it can be asserted that any commitment left unfulfilled by an obliged can be claimed for compensation. Now, if the obliged fulfills duties s/he is committed to then s/he cannot be claimed for compensation because s/he has performed duties s/he had been committed to and this is the general or denotative meaning understandable from the article.

Example Five: Article (1180) of France’s civil law states that “the obligee can provide himself with any support regarding his or her right before the actualization of the obligation”². According to the foresaid article, the denotative meaning can be perceived as the fact that the obligee can provide himself or herself with any support before the actualization of the conditions and this is the first idea striking the mind of the above-cited statement and, in a second stage, this meaning, which is commonly said to be resided in the heart of the statement, can be perceived that the lack of support

¹ Art. 1142.-Toute obligation de faire ou de ne pas faire se résoutendommages et intérêt , encas d'inexécution de la part du débiteur.

² Art.1180.Le créancierpeut,avant que la condition soitaccomplie,exercertous les actes conservatoires de son

for the obligee after the actualization of the condition or in other words the “créancier” can only support oneself before the conditions of the obligation are actualized.

Example Six: it is stated in Article (143) of the Germany’s civil law that “revocation takes effect when it is announced to the other party”³. The denotative meaning can be readily figured out via the above explanations so a revocation can be legally effective which is declared to the opponent. So the denotative meaning can be equal to the very implication of the words to the general idea conveyed and, on the other hand, the connotative meaning can be expressed as the fact that “the revocation not declared to an opposite party is invalid”.

2. Types of Denotation:

The denotative meaning can be divided into two types: explicit and implicit. The explicit denotation speaks of a signification of the congruous or implicative form; for instance, article (16) of the civil law stipulates that “the trees, in whole, their branches and young plants and the offshoots are considered as immovable properties unless they are cut”. The article’s absolute implication to immovability of the trees and their branches and the plantlets and the grafts until they are cut is of the congruous explicit denotation type. But, the article’s implication to the immovability of the plantlets or the grafts until they are not cut is of the implicative explicit denotation; because it is well-known in logics that the word’s implication to the whole meaning is a congruous implication and its implication to the constituents of the meaning is an implicative one. The implicit denotation that is equivalent to tacit implication speaks of the words’ implication to the instruments of a signification. The implicit or contextual denotation speaks of a purport which is a means of discourse and it can be divided to three types: suitability, remark and demonstration.

2.1. Explicit Denotation:

Such explicitness is sometimes expressed in the form of a word’s implication to the entire contents of a statement which is called congruous implication. Also, the denotation is sometimes implicative of the word to the part of the statement which is called the explicit implied denotation.

2.1.1. Congruous Denotation:

The word’s implication to the entire contents of a statement is called congruous implication and it is stated in its explication in logics, as the foundation of jurisprudence, that congruous implication is the very primary implication in discussion on the words and it is established for the meanings of terms for its direct relationship thereto and it is also known as the compatible implication due to the complete match between the word and its meaning an example of which is the word “human” implying a talking animal (Vela’ei Issa, 2014). A great part of the Holy Quran’s AYAT have congruous implication like the honorable AYA “أَهْلَكْنَا هُمَا نَهْمَا كَانُوا مُجْرِمِينَ...”⁴ for its congruous implication means “we perished them all for their being sinners”.

Example One: the implications of some texts to the imamate of Imam Ali (peace be upon him) are of the congruous type, like “Guardianship AYA” and “QADIR HADITH” as well as the other AHADITH in which Imam Ali (PBUH) has been recounted as the guardian of every believed after the Prophet (may Allah bestow him and his sacred progeny with the best of His regards).

Example Two: article (338) of civil law states “possession of a distinct property for a specified return). The article defines sales contracts and the implication of sale to this definition is of the congruous type and, on the other hand, there is congruence between the identifier and the identified.

Example Three: in a translation of article (192) of Germany’s civil law, it is stated that the beginning, the middle and the end of the month are defined as follows: “the beginning is the first day of a month, day fifteen is the middle of the month and the last day is the end of the month”⁵. Here, like the above specimens, the beginning’s implication to the first day

³ Avoidance is effected by declaration to the opponent.

⁴ Al-Dokhan:37

⁵ Beginning, middle and end of a month, the first is understood by beginning of a month, the fifteenth by the middle of a month and the last day of a month by the end of the month.

of the month is a congruous implication because the term has an implication over the entire contents of its subject.

Example Four: it is stated in a translation of article (1169) of France's civil law that "the casual condition is a condition that happens by chance which is neither in power of the creditor nor debtor's"⁶. In this example, "condition casuelle" has been defined and its recognition scales are completely mentioned and here again the identifier and the identified are found congruous and "condition casuelle" has implications to all its subject matter which is a representative of congruous implication.

2.1.2. Implied Denotation:

The implication of a term to part of its subject is called implied denotation and, in other words, the logicians realize the implication of a term to part of the subject's signification as implied denotation. For instance, in the Honorable AYA "يا ايها الذين آمنوا لم تقولون ما لا تفعلون", meaning "O, you who have believed, why do you say something you don't act"⁷, since the phrase "who believed" has implication to the part of its meaning, to wit to "the ones whose sayings does not match their deeds", it is called implied denotation (Mohammadi Abulhassan, 1989). Unlike the congruous purport which is an agreed example of explicit denotation, there are discrepancies regarding the implied purport. For example, the implied denotation has been defined as explicit denotation in "Minhaj Al-Osuli'ain" (Al-Hassan et al., 1986). On the contrary, the implied denotation has been considered as part of the implicit denotation in "the rules of the principles" (Qomi, Mirza Abulqasem et al., 2010).

Example One: article (183) states that "a contract is an agreed obligation of one or several individuals to one or several others". The article defines contract but as it is truly objected by some jurists, the definition does not incorporate possessory contracts and the other ones. Now, if the contract is considered in its general meaning, it must include the possessory contracts as well which is missing from the abovementioned article but here the implied denotation can be employed to make the term "contract" encompass the other possessory and promissory contracts. In other words, the legislator in this article has only pointed to the promissory contracts and based on the implied denotation's definition, the term "contract" (promissory or possessory) has implications to a part of its subject that is the very promissory contracts. Keeping such a definition in mind, since the implied denotation is the implications of a term to its parts of the subject it refers to, the article can be considered as an example of implied denotation.

Example Two: Article (200) of the civil law states that "mistakes can deprive a transaction from taking effect when pertaining to the subject thereof". According to the article "the deprivation of a transaction from taking effect" can be equaled to its revocation. In other words, the lack of effect as specified in the article and as intended by the legislator means invalidity, but we know that the lack of effect does not mean invalidity and following the sequences in the civil law's articles makes us comprehend this meaning that the use of lack of taking effect as mentioned in the article speaks of a sort of compromise and in order to justify the issue the "deprivation of a transaction from taking effect" should be considered in its general meaning and "invalidity" is a part thereof. This cannot be perceived unless by the assistance of implied denotation. Now, according to article (203) of the civil law, the "lack of taking effect" in the article's suggestion of a sort of reluctance is based on congruous implication hence it does not mean invalidity. But, in article (200) of the civil law, the "lack of influence" means invalidity. So, it can be concluded in a summation of all these introductions that, in article (200) of the civil law, the lack of influence, means invalidation of a contract which is derived of implied denotation.

⁶ Art.1169: La condition causuelle est celle qui dépend du hasard, et qui n'est nullement au pouvoir du créancier du débiteur.

⁷ Al-Ssaf:2

Example Three: it is stated in a translation of the Paragraph (1) of the Article (31) of International Sales Contracts regarding “submission” that “if the sale contract necessitates the carriage of goods, then “submission” includes the handover of the goods to the first transportation company for its delivery to the customer⁸. Paragraph (2) of the same article states that “in cases excluded from the Part (A), if the contract pertains to a distinct property or a general property that has to be manufactured and produced and the parties have been aware when signing the contract that the goods are in a specific location or should be produced in a specific place, then obligation to submission means providing the buyer with the ability to take the possession in the very specific location”. But, it can be understood in a scrutiny of the Paragraph (B) that submission does not solely incorporate the delivery of the goods to the first transportation company and it encompasses a more general concept embracing other cases that take other forms in the contracts where the subject of contract is a distinct or a general property so the term “submission” in Paragraph (A) of the abovementioned article encompasses the delivery of the goods to the first transportation company and this is an example of implied denotation, i.e. implication to a part of a word’s subject. The part here is delivery of the goods to the first transportation company to be handed over to the buyer.

2.2. Implicit Denotation:

It is said that connotation is the purport of a combined sentence, the meaning of which is comprised of the single sentences constructing the whole and it is opposite to denotation the purport of which is consisted of the words’ meanings based on congruous meaning. But, there are also these other suitable, remark and demonstrative implications. These are called contextual implications because they are derived of the discourse and sentence compositions. The new fundamentalists consider these implications apart from discussions on denotation and connotation. But, herein, we deal with these implicit implications under the title of the denotation. The non-explicit denotation includes the implication of a word to the meaning outside the scope of the term’s subject but a relation and an association exists between the two, i.e. the meaning and its term. So, tacit implication, assisted by association, implies an issue like the sun’s implications to light and heat or like when an individual asks another to bring him or her ink without clearly making reference to pen and then s/he will be reproached if s/he only brings the ink. That is because the need for ink is associated with a pen and this is a feature of tacit implication. So, as it can be seen there is both a relationship and association and also a sort of being out of the scope of the subject being spoken (Al-Muzaffar et al., 2002; Vela’ei, Issa, 2014) For example, in the Honorable AYA “ما كانوا يستطيعون السمع”⁹, because all the mankind except the deaf have the ability to listen, but some of them cannot accept a heard topic, it is stated that listening here means acceptance based on the necessities of its meaning.

Example One: article (216) states that “the subject of sale should not be unclear unless in special cases where a brief knowledge of it suffices”. The subject of sale here signifies based on tacit implication that the buyer should be the owner of price money and the seller should be the possessor of the sale item.

Example Two: article (249) of the civil law asserts that “the owner’s silence albeit present in the contract gathering does not mean permission”. Therefore, the implication excluded from the abovementioned article directs the attention to another aspect, to wit the necessity for the owner to grant permission. And, thus, in this regard, the idea that the owner should grant spoken permission comes to the mind as soon as the article’s wording is heard because the above article intends a partial utterance the foundation of which is tacit implication. That is because the inductive utterance of the speaker creates a requirement between the signification and signifier. Moreover, as it can be comprehended from the tacit implication of a newspaper to the publication

⁸ A) If the contract of sale involves carriage of the goods (in handing the goods) over to the first carrier for transmission to the buyer.

⁹ HUD: 20

and press, the abovementioned requirement can be similarly perceived through associating the verbal granting of permission with the intended signification and this is the very tacit implication. **Example Three:** article (19) of the tenant and landlord law, passed in 1977, states that “in case that a tenant of a residence or a business place is allowed to lease the property to a third party, s/he can transfer the benefits of the property to another in a formal deed for the same occupation or another similar one”. When the tenant is disallowed to transfer the property to another or when there is no lease and the landlord does not agree to transfer the property to another, the tenant can receive the business or occupation or trade concessions from the landlord upon evacuating the place otherwise the tenant can refer to a court for the arrangement of a transfer deed. It is in this case that a sentence is issued to transfer the benefits of the leased property to a third party and the transfer deed is arranged in the notary public office where the lease contract was first signed between the landlord and the tenant or in another notary public office (if there is no formal lease contract) and a copy of it will be sent to the corresponding notary public office and the landlord will be informed of the whereabouts. The new tenant has at his full discretion the entire conditions given to the first tenant. And, in case that the rented property’s benefits are not transferred to the new tenant within six month of the date a formal writ of notice was issued, the sentence will be rendered invalid. According to the abovementioned article, it can be perceived based on tacit implication that the relationship between the landlord and the tenant won’t be finished even after the termination of the lease. The implicit denotation is divided into three kinds mentioned below:

2.2.1. Suitable Implication:

The first kind of the contextual implications is the suitable implication which is characterized by intention implications and the speaker’s intention and the intellectuals, canonical rulers and common lawmakers lay their reasoning based thereon. The suitable implication refers to the denotation of the discourse to what is commonly intended by the common lawmakers and the accuracy of the discourse is suspended over the omission that has to be taken into consideration to gain a full understanding thereof. So, when the accuracy and truthfulness of a sentence (its invalidity or fallacy) entails the consideration of a part that has been omitted from a statement, it is called suitable implication. Although suitable implication is a case of tacit implication but it is not in this case what the speaker has meant.

Example One: the great apostle (may Allah bestow him and his sacred progeny with the best of His regards) ordered that “there should be neither harm nor malice in Islam”. The accuracy of the statement depends on a consideration of the canonical rules and outcomes so that the authenticity of the prophet’s statement can be preserved because there is for sure harming and maliciousness amongst the Muslims and if the verdicts and the canonical outcomes are not considered then the accuracy of the statement will be questionable.

Example Two: the honorable AYA “واسئل القرية¹⁰” the accuracy of which depends on the consideration of the term “the people” which is accordingly found omitted based on the context or based on the use of a metaphorical speech. And, if the term “the people” is not considered, the accuracy of the discourse is lost rendering it false and since such a thing is far from being attributed to the Holy Quran, so we have to consider the omitted term “the people”.

Example Three: article (821) of the civil law states that “preemption right is immediate”. Here, the legal provision lacks a perfect signification so there is a need for considering the omitted term “enforcement” so that the article can be rendered perfect and straightforward.

Example Four: article (678) of the civil law states that “agency can be met via the following ways: 1) by uninstalling the defendant; 2) by resignation of the lawyer; 3) by the death or insanity of the layer or the defendant”. The article has mentioned the cases of

¹⁰ Yusuf:82

agency's satisfaction but it can be perceived through scrutiny in the article that the lawyer's incapacitation has not been mentioned and according to the abovementioned definition, it can be understood based on suitable implication and its attributes that the defendant's incapacity has also been intended by the law and that the lawyer's incapacity should also be taken into account because death, insanity, resignation and uninstal mentioned in the article are not all the cases of meeting the agency qualification and also the defendant, in case of being proved a minor, needs a lawyer.

Example Five: article (1120) of the civil law states that "the marriage contract is dissolved through mutual revocation, divorcement or donating the remaining period in temporary marriage". In an elaboration of the article, it can be said that the marriage dissolution is not limited to revocation or divorcement or donating the remaining period in temporary marriage and the article has fallen short of mentioning an additional case. As we know, the specification of time period means that the husband decides to donate the remaining period in temporary marriage and this is different from expiration of marriage period and the donation of the remaining time cannot be even in its general sense equaled to the expiration of marriage period because they are basically different and the expiration of marriage term should be added thereto so as to make it more complete and authentic and then the phrase "expiration of marriage term" should be additionally taken into account because its accuracy depends on the existence of a period to be expired. Now, considered more comprehensively, the phrase can be completed by adding the expiration of marriage term to donation of the remaining time because the former is also a case giving rise to the dissolution of marriage and definitely intended by the legislator.

Example Six: a translation of article (1378) of France's civil law reads "if a person receiving a sum of money is found with malicious intention, s/he is obliged to return the exact money plus the interest thereof since the date it was received"¹¹. According to the abovementioned article, it can be understood that the interests are mentioned with no consideration of the benefits, etc. So the accuracy of the discourse is lost without it. In other words, according to the position of the discussion, the type of the interests and benefits resulted thereof should have been mentioned so that the intellectuals' discourse could be right. To do so, the term "fruijs" should be taken into consideration.

2.2.2. Remark Implication:

It includes the statement featuring a constraint or condition and it seems that these conditions are the reasons contributing to the verdict otherwise they should not be mentioned. In other words, when a verdict describes a statement or a reason in such a manner that the description is the cause of the verdict, it is called remark or cue implication (Vela'ei, 2014). An example is the prophetic HADITH "هُوَ وَبَيْنَاتَيْنِ الْقَاضِي لَا يَفْضِي" "غَضَبَان", meaning that "the judge should not issue a sentence in anger" (Mohammadi et al., 1998). It can be understood from the statement that anger and wrath are the reasons why a judge should not decree. The implication is also of the suitability type in that the condition is exactly what the common lawmakers intend but with the difference being that the accuracy of the statement is not dependent thereon and it is only through the context that the negation of a required act is rendered necessary or its not being intended seems improbable.

Example One: article (348) of the civil law states that "the trading of a thing which is legally forbidden and/or purchasing of a thing that is intellectually deemed worthless or something that cannot be delivered by the seller is invalid". It can be understood from the condition "... legally forbidden" that it is the reason giving rise to the verdict in which case it should have been avoided.

¹¹ Art. 1378. S'il y a eumauvaisefoi de la part de celui qui a reçu, ilesttenu de restituer,tant le capital que les intérêstou les fruits, dujour du paiement.

Example two: article (882) of the civil law asserts that “the husband and wife cannot inherit from one another after cursing each other”. It can be perceived that curse is the reason behind the deprivation of inheritance.

Example Three: it is stated in paragraph (1) of the article (105) of the Germany’s civil law that “the declaration of intention for entering a contract by an individual lacking the legal capacity is invalid¹²”. Here, the invalidity of the declaration of the individual can be attributed to his or her lack of legal capacity which is an example of remark implication because it possesses two traits of the implication, to wit it is intended by the speaker and also because it can be perceived from the context so it can also be included in the second case examples mentioned previously which is also an example of the remark implication and if one wishes to figure out the reason behind the issuance of the article, it has to be said that the declaration of intent cannot be realized as the reason giving rise to the invalidity of the contract rather the lack of legal capacity is the major reason. So, the verdict and its reason can be comprehended through remark implication.

Example Four: a translation of the Article (1131) of France’s civil law reads “commitment based on no reason or based on false or illegitimate reason cannot take effect”¹³. It can be stated according to the article that the reason why such a commitment cannot take effect is its lacking a proper reason or its being based on a false reason. In other words, the reason behind taking no effect in the article is the false or illicit reason which can be understood based on remark implication.

2.2.3. **Demonstrative Implication:**

Unlike the other two previously mentioned implications, this latter implication is based on what is not commonly intended but its purport should be the prerequisite to the tenor of the discourse for such a necessity as something other than general signification of the statement, whether the purport is inferred from one statement or two (Mohammadi et al., 1989). Contextual purport is not intended by the speaker as implied demonstratively rather it is intended based on remark or suitability implications. The rationality of the suitability and remark implications apparently is the discourse which turns to something more of a reasonable and sagacious calculation nature in terms of the demonstrative implication because it is the perception of an implied purport secondarily intended by the speaker. In other words, the implication is a function of what the speaker mean.

Example One: articles (1155) and (1152) of the civil law stipulate that:

Article (1155) of the civil law: “the woman who has not had an intercourse with her husband and also the menopause women are not obliged to observe divorce waiting period nor marriage revocation waiting period, but the death waiting period should be observed for both of them”.

Article (1151) of the civil law: “the waiting time for the marriage revocation and donation of the remaining time in temporary marriage and its expiration regarding the non-pregnant women in their cleanliness and also for the women who do not experience menstruation after the expiration of the marriage term is 45 days”. In explaining the two articles, firstly it has to be mentioned that article (1155) pertains to the permanent marriage in which it is stated that the woman who has not had intercourse with her husband and also the woman diagnosed with menopause are not obliged to observe divorce waiting period nor marriage revocation waiting period but the death waiting time holds for both. Now, according to article (1152) that pertains to temporary marriage, it can be concluded based on demonstrative implication that the menopause women are obliged to observe husband’s death waiting time in temporary marriage like the permanent marriage. As it can be seen, neither in article (1155) nor in article (1152), the menopause woman’s waiting time has not been mentioned for temporary marriage but the verdict of article (1155) of civil law, to wit the very death waiting time, can be accurately

¹² (the declaration of intent of a person incapable of contracting is void)

¹³ Art.1131.L'obligation sans cause ou sur une fausse cause, ou sur une cause illicite, ne peut avoir aucun effect.

inferred assisted by the jurisprudential principles, as the foundation of deduction, and also based on demonstrative implication.

Example Two: Articles (821) and (808) of the civil law state that:

Article (808): “the other partner has the right to pay back the price given by the customer and take possession of the sold portion...”

Article (821): “preemption is immediate”. The conclusion that can be made based on the demonstrative implication from these two articles is that in case of insolvency, default and delay in returning of the price by the preemptor, s/he is stripped of preemption right.

3. The relationship Between Denotation and other Cases:

In regard of the relationship between the implicit denotation and connotation and others, it is opined that the implicit denotation should be considered as connotation and their reasons might be examples provided for implicit denotation. For instance, the “minimum carriage period” in the two AYAT reasoned for it has not been specified explicitly; because this, not the carriage, is the main subject. Also, the forbiddance of beating the parents is a verdict pertaining to the issues related to the parents and the term “parents” has been explicitly mentioned in the AYA. The matter of interest here refers to the way the issue has been credited. If in AYA Ta’afif¹⁴, we consider prohibition as its connotation for the subject of beating, which is not stated in the AYA, and if we consider the prohibition of beating as the connotation of the AYA for the subject of parent, the same reasoning can be also applied regarding carriage and its minimum time (Qomi et al., 2014). This reasoning comes due to the large similarities between the implicit denotation and connotation. These two cases are comprehended based on tacit implication. And, both of them are utilized to figure out the meaning of the statement. However, there is a difference between the connotation and implicit denotation in that the implicit denotation is interpreted via the wording and connotation via reasoning. For example, “القرية واسئل” is an implicit denotation for the people of village which can be figured out via the use of the term “village”. On the contrary, there is the AYA “تَقْلَهُمَا أَيْ... فَلَا” in which the prohibition of beating the parents can be connotatively understood via priority comparison assisted by reasoning without it being explicitly mentioned by the use of any special term.

In regard of the distinctions, figuring out the differences between the denotation and such implications as text, surface structure and the other cases seems necessary. When the implications of a statement to an intention are found clear-cut and vivid in such a way that no other signification can be understood, it is called strict meaning (Fathullahi et al., 2010). But, when the implications of a statement to an intention are not so clear and decisive that a strict meaning can be understood, two or more meaning might become likely. In this case the more preferable meaning is called surface meaning (Fathullahi et al., 2010). The difference between the strict and surface meaning is in that the strict meaning is only one but the surface meaning is not. In other words, the difference between the strict meaning and surface meaning is in that the signification of a strict meaning is not the main intention of the rule-maker rather it is stated secondarily and laterally so as to pave the way for an induction of the primary meaning (Me’emari et al., 2014). These definitions provide for the dilemma that the strict meaning is the same as the denotation. But, such a perception can be truly accurate. The perspective reasoning that the difference between these cases and denotation is in their application is not correct. The implications like strict meaning and surface meaning are only used for plain words and phrases. On the contrary, denotation and connotation are the perceptions of the statements and sentences voiced. Therefore, these cases should not be mistakenly considered similar based on this reasoning.

4. Comparative Study of Kinds of Denotation in General Jurisprudence Principles:

Hanafiyyeh scholars divide the implications of words to significations into four categories as mentioned below (Al-Sarakhsi et al., 2003; Taftazani et al., 1948).

4.1. **Strict Meaning:** it is the first or the surface meaning that comes to the mind upon hearing the word, like the prohibition of usury and permissibility of sale¹⁵. In fact, it is the strict meaning when the statement’s implication to the intended meaning is clear and vivid so that no other

¹⁴ (Isra’a: 23) وَقَضِيرٌ بَكَالًا تَعْبُدُوا إِلَّا يَا هُوَ بِالْوَالِدَيْنِ إِحْسَانًا إِمَّا يَبْلُغَنَّ عِنْدَ الْكِبَرِ أَحَدَهُمَا أَوْ كِلَاهُمَا فَلَا تَقْلَهُمَا أَقُولًا تَنْهَرُهُمَا وَقُلْ لَّهُمَا قَوْلًا كَرِيمًا

¹⁵ BAQARAH: 275, “أحل الله البيع و حرم الربا،”

meaning can be perceived (Fathullahi et al., 2010). Of course, a word sometimes conveys two meaning: a primary and a subordinate. In this case, the word's implication to both is considered as a strict meaning. As a specimen, the aforesaid AYA implies two significations: one is the separation between the sale and usury and second is the permissibility of sale and prohibition of usury and these two meanings can both be comprehended from the context of the AYA. But, the first meaning is the primary intention and the second meaning is the subordinate one.

- 4.2. **Strict Meaning's Reference:** in strict meaning's reference, it is not the primary or the main signification of the meaning that is intended. The intended primary signification is the meaning of the statement's primary signification like the AYA that states "you are allowed to make love to your wives on Ramadan nights"¹⁶ which permits intercourse on the nights during the holy month of Ramadan but it is understood through demonstration that the person who has started the morning with ejaculation at night can observe fast. That is because the permissibility of having intercourse till dawn is the prerequisite to staying awake till sunrise. This signification, as understood from the context, is indicative of the idea that the person who has had intercourse during night can observe fast.
- 4.3. **Strict Meaning's Implications:** when the denotative and connotative statements disagree in terms of rejecting or justifying a verdict, it is called strict meaning's implication, like the AYA stating that "do not yuck your fathers and mothers"¹⁷. The aforesaid AYA denotatively speaks of the forbiddance of disrespecting one's parents. Such a type of implication is called "the speech content" and because the verdict of battery prohibition is not understood from the statement rather it is through comparison that it can be comprehended, thus it is called the strict meaning's implication.
- 4.4. **Strict Meaning's Suitability:** when a part of the discourse is missing from the text and it can be verified as the intention of the speaker through the expediencies of a situation, it is called suitable implication like "و اسئل القرية" in which it can be clearly understood from the constituents of the discourse that it is the people which is intended because the accuracy and authenticity of the intellectuals' discourse depends thereon. Based thereupon, the different kinds of considerations regarding the suitable implication is divided to three types: it is sometimes based on reason, sometimes based on canonical rules and sometimes it is the accuracy and authenticity of the discourse that makes it necessary to consider a word. The entire fundamentalists including Hanafi and Shafe'ei and their followers have applied the term "probable" as an equivalent to "suitable" because a probable signification suits the accuracy and authenticity of a statement; hence, it is stated in defining the suitable implication that there is a phrase or word hidden or omitted of such statements that has to be added to the denotation so as to render it meaningful. The definition encompasses three types of omitted and suitable words or phrases (Taftazani et al., 1948; Al-Bardisi 1986).

- 4.4.1. **Imam Dabusi's Perspective:** Imam Dabusi considers three probable meaning as one and defines suitable implication as "adding a word to the text without which the meaning of the statement cannot be completed and the text's structure necessitates it. But, the others coming in later periods to Dabusi's, including Fakhrul-Islam Bazdudi and Allameh Sarakhsi, consider a suitable implication for the addition of the words that the accuracy of the statement is canonically depended thereon and words added other than this have been termed "omissions" and "probabilities". But, Allameh Taftazani, a Shafe'ei scholar, rejects Sarakhsi and Bazdudi's opinions in saying that there is no difference between the omitted term and the suitable implication in regard of a verdict's implication (Taftazani et al., 1948).

Inter alia the causes urging the fundamentalists to consider a difference between the omission and suitable implication is firstly the suitable implication's generality which is rejected by all of the Hanafi scholars. For instance, in the HADITH "على اليد ما أخذت حتى تؤديه", the accuracy of the statement and its fruitfulness is suspended on the consideration of

¹⁶ BAQARAH: 184, "احل لكم ليله الصيام الرفث إلى نساءكم"

¹⁷ ESRA'A: 23, "لا تقل لهما أف"

such terms as guarantee and preservation. The meaning of the foresaid HADITH can be completed based on suitable implication through considering such additional terms as preservation or time as a result of which the lender and the borrower will not be held liable to offer a guarantee. If the term “guarantee” is taken into consideration, then the lender and the borrower will be both obligated to offer a guarantee but when the suitable implication is made clear and vivid, there would be no need for dispute. For example, there are cases that the owners have been permitted or prohibited from doing some things. In the AYA “your mothers are forbidden to you¹⁸”, the “forbiddance of mothers” implies marriage to them like in the AYA “dead is forbidden to you¹⁹”, the eating is implied. But, the discrepancy arises when the suitable implication is found a general one and including a great many of the individuals. But, Shafe’ei and a lot of the others believe in its generality because the suitable implication should be in this case equaled to strict meaning and the verdict issued on a suitable implication is like a decree proved via strict meaning and the context so generality is allowed therein; but, the majority of the Hanafi scholars state that the suitable implication cannot be considered general because they are justified based on a need or necessity.

4.4.2. **Imam Qazali’s Perspective about the Suitable Implication’s Generality:** Imam Qazali believes that the suitable implication is not general because generality pertains to terms and not their meanings. As a specimen, “verily, the God has taken away fault and oblivion from my nation”, it is clear that fault and forgetting occur to people and they are not taken away from them so the mere consideration of the exact HADITH with no addition of a term renders it meaningless and it is far from the great apostle (may Allah bestow him and his sacred progeny with the best of His regards) to have said a useless statement; therefore, the accuracy and the authenticity of the statement makes it necessary to consider an omitted or suitable word. The statement of the verdict is originally a general one and incorporates the corporeal and otherworldly decrees. Imam Shafe’ei and his followers equal the omission and suitable implication of the abovementioned HADITH as being something of a general nature in stating that the HADITH speaks of the mere fault and forgetting as two general topics that have been taken away from the whole nation and because it is quite likely then we need to interpret the HADITH as something more of a figurative nature and rather metaphorical to state that the intention here is the denial of all corporeal and otherworldly outcomes excluded from fault and forgetting and such as this the accuracy of the discourse makes it necessary for it to encompass the entire individuals characterized by the verdict’s specifications. Hanafi scholars say that when it comes to otherworldly chastisement and verdicts, there is a need for appropriately considering a term in to consideration and adding the term “reprimand” the statement will become both true and general hence specific to the chastisement and otherworldly questioning (Abu Hamed et al., 2000).

4.4.3. **The Outcome of Dispute in General Suitable Implication:** the precedent Hanafi fundamentalists used to give the aforementioned HADITH a suitable implication and say it should not be interpreted generally but the late-comers of them know it requiring the addition of an omitted term so as to make it neither general nor inclusive of the corporeal and otherworldly matters; thus, anyone speaking of the day of forgetting when saying prayers, his or her prayers are considered invalid by the Hanafi scholars. That is because the thing that is taken away from the nation as stated in the foresaid HADITH is the sin necessitating an otherworldly chastisement. Invalidation fitting the fulfillment of prayers is a corporeal verdict hence excluded from the HADITH. But, in Shafe’ei scholars’ ideas, such a prayer cannot be invalid (Al-Nouvi et al., 2003). The abovementioned HADITH puts forth a verdict the outcomes of which have been taken away from the nation so it should include both earthly and otherworldly verdict. Also, if a person observing fast

¹⁸ Ma’IDAH: 5, “حرمت عليكم أمهاتكم”

¹⁹ NISA: 28, “حرمت عليكم الميتة”

breaks it intentionally, s/he, as opined by Hanafi and Maleki scholars, should re-observe the fasting of that day but in Shahfe'ei and Hanbali's mind, there is no need for compensating it. Hanbali scholars also state that the aforesaid HADITH's probable signification is a verdict which is not exclusively limited to other world's issues and punishment rather it embraces the corporeal matters; moreover, there are numerous canonical verdicts regarding the other jurisprudential topics have been derived of the foresaid HADITH. So, Hanafi scholars, rejecting the generality of the HADITH's suitable implication, believe that someone breaking his or her fasting has to compensate it (Al-Sarakhsi et al., 2003). The precedent Hanafi fundamentalists knew the suitable and probable implications as one, but amongst their late-comers, Bazdudi and Sarakhsi realize the suitable implication specific to the case where the accuracy of a stamen is canonically made pendent thereon and the other cases have been termed omissions. So, the reason why Hanafi scholars are more inclined towards making a distinction between the suitable implication and omission is the generality of the suitable implication; because, not all Hanafi scholars accept generality of suitable implication and there are also abundant examples from Holy Quran and AHADITH the generality of which cannot be ignored. Hence, the late-comers have equaled probable meanings to omissions, not suitable implication, in the abovementioned cases.

Conclusion:

Denotation is the implication that is not related to the deep structure of the terms and the interpreters, judges and lawyers have to deal with it in their renderings of the various texts and this is why the lawmaker's intention are extracted from inside of the terms and expressions. To understand the lexical truths, the implications of words have been classified to explicit and implicit. The denotation is sometimes uttered explicitly based on congruous implication, explaining that a word has implications to the entire contents of its subject, and/or sometimes via the implication of a word to the parts of its subject based on implied denotation. On the contrary, there are other cases also in which the denotation is uttered via implicit and/or tacit implication that is categorized to suitable, remark and demonstrative implications. Furthermore, distinction has to be also made between denotation and connotation with such implications as strict meaning and surface meaning in explaining that the denotations and connotations are employed to identify a sentence and strict and surface meanings are applied for the singularities and phrases. In addition, explicit denotation and connotation differ a lot hence they should not be equaled because the connotation is extracted from reasonable conclusions but explicit denotation, though indirectly, is perceived from the terms.

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