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The Option of Meeting Place

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Abstract: *Among the ten options mentioned in the Iranian civil code, the first, in terms of nominal sequence, is the option of Majlis (meeting place), which is "the option in which, after the conclusion of the contract of sale, each of the parties (seller or purchaser) would hold the right to void it before separating". This option, in the 'al-Sonnah of Foqaha' (the words, hearsay, or the methodology of religious sciences' scholars) is referred to as the 'option of meeting place'. The current study is aimed at investigation of the option of meeting place, its boundaries, and the causes of its rescission.*

Keywords: *Option of Meeting Place, Jurisprudence, Hadith, Civil Code, Rescission of Option.*

INTRODUCTION

Article 397 of civil code asserts about the cancelation of contract right (the condition of application of meeting place option): "each party to the transaction, subsequently to the conclusion of the sale, while in the place of meeting and before the parties have separated, has the option of rescinding the sale". In Article 456 of civil code, it is stated about the exception of the three options, including the option of meeting place and its allocation to contract of sale: "every species of option can exist in all binding transactions, except the option of meeting, of animals, and delayed payment, which are confined o sales". The expression "before the patties have separated" in articles 397 and 456 of civil code, which shows the option of meeting place to be specific to the commutative contract, clearly indicates that by the word "transaction" in article 397 of the civil code, the contract of sale is meant and in this very contract, the option of meeting place continues to exist so long as the parties of the contract (seller and purchaser) are still in the place of contract after the conclusion of it, and are not separated yet. The condition of meeting place in the article 397 of the civil code is dominant and leaving it would lead to the separation of the two parties. What is of great importance is the real separation, whether inside the meeting place or outside of it.
Note: regarding the basic and increasing changes in human life in the shadow of science and technology, which have also influenced the people's contracts and made them too diverse, and the fact that to what extent the position and capacity of meeting place option can be extended and generalized, and include the ever increasing subjects, and whether basically, it can let go of its traditional form and take a modern form of commercial transactions to it or not, has raised a lot of controversy among lawyers. For example, in the telephone-based, internet-based, and e-commerce contracts and the like, in which the parties of sale are not physically present at the place of contract, and basically cannot gather in one place, how is the role of meeting place option applicable and interpretable? However, in today's commerce convention, due to being competitive and also for attracting and retaining the customer, usually an ephemeral return and cancellation right is granted to the

customer, which is not related to the meeting place option regarding its exact definition and its limitations and boundaries which are specific to the contract place, and this right can be applied to other legal fields.
Dominantly, it is said that: the permanence of meeting continues until the time before the parties get separated in the meeting place and after they leave the place, the contract becomes binding, since the potential and tacit interest in all binding contracts is not in a way in which, even in the state of presence in the contract place, the contract should be binding. The spirit of the contracts and the civil code and the hadith "as long as the parties to a contract of sale are not dispersed they have a right of option (to revoke the contract)" also imply this.

The Role of Meeting Place Option in Deputy Contract:

The conclusion of contract may be done in deputy of one or both of the contract parties. Article 198 of civil code asserts in this regard:
"Either or both parties may represent another or conversely one person can represent both parties to a contract".
In the latter case, a person can establish a contract of sale on behalf of himself/herself as the original person, and on behalf of someone else as the attorney, which is so-called "self-dealing", such is the case in which the natural guardian sells his property to child or transfers a property of him to himself, or he sells the property of one of his two children to someone else.
Explaining this article, it is said that its contents are not exclusive to the procuration and it can be also applied to other legal and judicial deputations. Anyways, the parties of the contract of sale will have meeting place option, be they principal or attorney, or one party is the owner and the other is attorney. However, clearly, where the contract is established by the attorneys of both parties, even if the parties themselves are present in the contract place, with separation of the attorneys, the option would not be rescinded, and as long as two of the parties of contract, be they principal or attorney, are present in the place of contract, the option would survive, and it is consistent with the spirit and nature of meeting place option.
In the first chapter of this article, we would deal with the definitions and related literature, proceeded by the evaluation of meeting place option, its nature and specifications, and the causes of its failure.

Definitions

The definition and Concepts of Right in Lexical and Idiomatic terms

- **Lexical Meaning of 'Right'**

In 'Sehah al-Loqah' of Jowhari, 'Haq' is defined as the 'opposite of false' (Mohaqeq Damad, 1994).
On Taj al-Aroos, besides this meaning, other meaning are also mentioned, such as justice, Islam, property, estate, permanent existence which is not be denied, truthfulness, death, foresight, and ..., but it seems most of them are applied meaning of 'right' and not its real and lexical meaning.

- **'right' in Idiomatic Term**

In Mirzaye Nayini opinion, 'right' has one general and one specific meaning. In its general meaning, it is referred to anything enacted by the legislator, and in this meaning, it is not separated from its lexical concept that is 'reality'. In its specific meaning, it only refers to the specific rules of change, legal ownership, and beneficial ownership. If the people are allowed to intentionally modify some of the cases predicted in the law, these modifications are called 'right', such as the purport of the article 387 of civil code, which is extinguishable in our view. This right is possessed by the individual and is partially extinguishable, such as the pre-emption (Jafari Langroudi, 1999).
It is not independently discussed in the works of Sheikh Ansari, and quite enexpectedly, it is not also mentioned in the work of Ahmad Naraqi 'Awaed al-Ayyam' (Ansari, 2003).
It is independently discussed for the first time in the book 'Loqat al-Faqih' by Sayyed Mohammed Bahr-ol-olum, in a treatise titled 'treatise on right and acts' (Mohaqeq Damadi, 1995).

The author of 'al-Loqat al-Faqih' defines 'right' as: "right is sometimes used opposed to ownership and sometimes consistent with it, but in both senses, it is the ability of man commissioned over something and that thing might be property, a person, or both of them".

- **Option**

Among the important subjects in discussion of contracts is that of 'options' and one of the reasons of extinction of obligations, which is not mentioned in article 264 of civil code, is the cancellation of contracts due to one of the 'options' predicted in laws and Fiqh (Safaei, 1996).

The options are among the subjects enacted by the Islamic Lawmaker in terms of binding contracts, for the welfare of the parties of contracts and observance of the interests of people. The Almighty God has made the option permissible in order to create friendship and amity among the people and perish the hatred, insularity, and jealousy. It is possible that someone buy a goods or sell it, but then he regret for some reason, and then there will be wrath, hostility, conflict and other wickedness, the evil that destroys the social and religious system and is also prohibited by the holy lawgiver (Izadi Far, 2007, p.46).

The philosophy of explanation of option is that the parties of the contract think well as long as they have time for cancellation of the contract, and do what is beneficial to them (Izadi Far, 2007, p.46).

- **'Right' in Lexical Terms**

'Option' is the gerund derived from 'to opt' which is its infinitive, meaning 'to choose', to select', and 'to pick' one of two things. The conventional and lexical meaning of 'option' is choosing with desire and will, and 'option' means 'choosing'.

One of the main types of guarantee of civil execution is the 'options', which is the means for compensating the loss of the person incurring the loss in the contract, and obligations emerged by them (Jafari Langroudi, 1999).

In another definition, it is stated that "the word 'option' is the gerund of authority, or an infinitive meaning the authority, and by authority, the optionality of person for cancelling the contract is meant. In this regard, it is sometimes accompanied by the word 'cancellation' and it is said to be 'option of cancellation' (Katouzian, 2004, p.52).

Some of the options have a conventional root, some have legal roots, some have social roots, and some have traditional-historical roots.

- **Option in Viewpoints of Jurists and Lawyers**

In the opinion of the jurists and lawyers, 'option' is the authority of person in cancelling a binding contract (Ansari, 2003).

Also, 'option' is the right to cancel a contract, granted by the law to one or both of the parties of contract in a way or another, so they can abort the deal (Shahidi, 2005).

a) The Idiomatic Meaning and Concept of Option in the Viewpoint of the Jurists

There are several opinions among the jurists about this subject. Some of them are briefly given:

First Theory: Authority of Contract Cancellation

Some scholars, including Fakhr al-Mohaqeqin believes, as stated in his book 'Izah al-Favaed', that: option is the "authority to cancel the contract", which means that the owner of the option is optional to sign or cancel the contract, and he has the option to abort or continue the contract.

Second Theory: Authority to Acknowledge or Remove the Contract

Some other jurists including Sayyed Ali Tabatabaei, Fazel Meqdad, and Sahib Jawaher, have stated that option is the "authority to acknowledge or remove a contract after it is established", meaning that he has the right to acknowledge the contract or remove it.

Third Theory: The Authority of Cancellation

It belongs to Sheikh Ansari, as he sates: in the narrations and words of jurists, the term 'option' is unconditional and it includes the common use of option and other cases, such as authority of the owner in leasing approval or denial and domination in cancellation of the binding contracts such as the non- binding donation and etc.

Fourth Theory: The binding Purport Signification of Contract

Some other jurists have stated about the meaning and concept of option: option is that binding purport in swaps (i.e., the necessity of permanence of obligation and conclusion of contract) has the authority in terms of creating or not creating (Musavi Khomeini, 1986).

Fifth Theory: The Right of Cancellation Authority in Imam Khomeini Viewpoint

The best definition of option that is totally comprehensive, is that: "option is the right to choose cancellation, and not possessing it or having the right of cancellation". Option is an integral right and is based on a subject, which is the very "the right to choose cancellation". Therefore, it is not reasonable to allocate it to the cancellation or, acknowledgement or removal of it, since what is integral cannot be allocated to a multitudinous case, except for the case we assume the two titles to be the same, or accept multiplicity about the right. In this case, for the owner of the option, the acknowledgement of contract is both the cancellation right and leaving it. Also, he has both the acknowledgment right and removal right. However, it should be said that firstly, right is an integral entity and cannot be multiplied. Thus, allocation of option right to cancelling and leaving contract, or acknowledging or removing it, requires the 'plurality of contradictions' in application and implementation of the right (Musavi Khomeini, 1989).

b) Option in the Sunni Jurists Viewpoint

Some of the Sunni jurists such as Malik ibn Anas, Shukani, and Sharbeini, have defined option as the "seeking the best of two tasks among signing a contract or cancelling it". In Abdulrahman Jaziri opinion, option is the "authority to sign or cancel a contract, verbally and in action".

- **Division of the Options from the Shiite and Sunni Jurists Viewpoint and civil code**

a) Option in Shiite Jurists Viewpoint

Option of meeting place, option in sale of animals, option of conditions, option for delay, option of the things that are rotten in the same day, option of inspection, option of deception, option of defect, option of trickery, option of unfulfilled conditions, option of partnership, option for impossibility of delivery, option in sales unfulfilled in part, and option of insolvency (Shahid Sani, 1992).

b) Option in Sunni Jurists Viewpoint

right of choosing from among several objects, option of deception, option of delay, option of quantity, option of merit, option of change, option of knowing, option of betray, option of description of the desirable, option in sales unfulfilled in part, the option of appearance of the object of sale, the option of conditions, option of inspection, option of defect, option of meeting place, and option of information.

c) Option in civil code:

According to the article 396 of civil code, the options are as follows:

1- Option of meeting place, 2- option in sale of animals, 3- option of conditions, 4- option for delayed payment of the price, 5- option of inspection and incorrect description, 6- option of deception, 7- option of defect, 8- option of trickery, 9- option in sales unfulfilled in part, and 10- option of unfulfilled condition.

The Types of Options:

The options are divided into several types, regarding different senses:

1) The Options Specific to Contract of Sale and Common between the Contracts

According to the article 456 of civil code, "every species of option can exist in all binding transactions, except the options of meeting, of animals, and of delayed payment, which are confined to sales".

2) The Options Specified in Law

Some options are clearly stated in civil code, which include ten options. However, there are also cases that accompany other articles in the civil code. In the article 396 of civil code, the options stated in the law are as follows: option of meeting place, option of sale of animals, option of condition, option of delay in payment of price, option of inspection and incorrect description, option of deception, option of defect, option of trickery, option in sales unfulfilled in part, and option of unfulfilled condition.

In addition to these options, the civil code has named other options, such as article 380 of civil code that has mentioned the option for insolvency. “in case of the bankruptcy of the purchaser, if he has retained in his possession the actual object of the sale, the seller can reclaim it and he can keep the object sold if it has not yet been handed over”.

3) **The Specific and Common options (in Terms of the Owner of Option)**

In the options given in the law, there are some that only belong to one party of the contract, and there is no cancellation right for the other party. For example, the option of delayed payment of price only belongs to the seller, or the option of sale of animals is specific to the purchaser. On the other hand, there are options common between the both parties, such as the option of meeting place and option of deception, in which there is cancellation right for both parties.

4) In some options, the fulfillment of the cancellation right should be immediate, and if it is not done in the due and reasonable time, it would fail spontaneously, such as the option of defect or option of deception, in which the purchaser should immediately cancel the contract when he finds the defect or damage.

In article 435 of civil code, it is stated about the option of defect that: “the option of defect after it becomes known, comes immediately into operation”. Also, in article 420 of civil code, it is stated about the option of deception that: “the option of deception is effective immediately after the detection of the deception”. On the contrary, there are some options which are not immediate, however a time is set for their fulfillment, in which, if it is not fulfilled, the contract would be spontaneously cancelled. This time might be set with the agreement of both of the parties, such as the option of condition (article 401 of civil code), or it can be set by the law, such as the option of delayed payment of the price (article 402 of civil code), which asserts: “if the thing sold is a concrete object, or is of that nature, and if no period is specified by the two parties for the payment of the price or the surrender of the thing sold, the seller has the option of rescinding the sale when three days have elapsed since the date of the transaction and neither the seller has handed over the thing sold to the purchaser nor the purchaser has paid the whole price to the seller”.

Another type is the option whose fulfillment is not limited to a specific time. Also, there is no urgency, such as: option in sales unfulfilled in part (article 461 of civil code).

Generally, some options emerge simultaneous with conclusion of the contract, in case all the required conditions are met, such as option of meeting place and option of defect. However, there are some options that emerge after conclusion of the contract, such as the option of delayed payment of price and option for insolvency, or option of condition whose emergence is after conclusion of the contract.

The characteristics of option and cancellation are as follows:

1- Option is a financial right and basically, can be transferred or cancelled (articles 445 and 448 of civil code).
2- “The principle is the obligation of contract fulfillment, and the possibility of contract cancellation is an extraordinary and opposed-to-rule task, which should be verified” (Katouzian, 2004, p.55).
3- “Options, in their specific meanings, arise in the binding contracts and whenever it is talked about cancelation of a contract, the binding contracts are meant” (Katouzian, 2004, p.49).
4- The option is included in the rights and the components of this applied right are the rights fulfilled with will, and need the intention to take action. It is among the unilateral acts, and the intention and enthusiasm of the canceller has no influence on the contract. His decision should be announced and take an executive form, even if the other party of the contract is not informed (Katouzian, 2004, p.53).

Option of Meeting Place

Numerous narrations with different expressions have been narrated about the option of meeting place:

a) The hadith narrated by Holy Prophet (pbuh) is as follows:

The seller and purchaser can rescind the sale before separating

b) The hadith narrated by Imam Jafar al-Sadiq (pbuh) is as follows:

"Any man who buys an object, the seller and the purchaser have the option before getting separated, when they get separated, the transaction will be binding"

The late Sheikh Ansari states: "there is no controversy on factuality of option of meeting place among the Imamiyah jurists" (Kalantar,1990).

Imam Khomeini also states: "both in terms of the text and Fatwa, there is no doubt in existence of option of meeting place for the parties of contract" (Mussavi Khomeini, 1985).

The Iranian Civil Code, in accordance with the Imamiyah Jurisprudence, in the clause 1 of article 396, has mentioned the option of meeting place, and asserted its rules in articles 397, 453, and 456. The article 397 of civil code has prescribed that: "each party to the transaction, subsequently to the conclusion of the sale, while in the place of meeting and before the parties have separated, has the option of rescinding the sale".

- **The Nature of Option of Meeting Place**

The option of meeting place is the right to abort a contract of sale by any of the parties up to the time they are not dispersed, be they sitting in a place or standing, or walking or etc., (Naraqi, 1997). And if there is a barrier between them such as a wall or a curtain, the option of meeting place would not void (Mohaqeq Helli,1995). The late Sheikh Ansari states in this regard: by meeting place, the entire place of the parties on the time of contract conclusion is meant, be they sitting or standing, but the reason this option is referred to as option of meeting place is that the people usually sit in a place to fulfill a contract (Toosi, 2013)

Therefore, so far, it is observed that the idiomatic meaning of Majlis (the place of sitting) is not intended, but its conventional meaning, that is the place in which the parties of contract are present and fulfil it, is considered. However, there is controversy among the jurists about the issue whether by the tile 'Majlis', the physical gathering of the parties of contract is meant or not.

Among the traditional jurists, Sheikh al-Taefah believes that the option of meeting place would exist only if the parties of contract are physically present in the place. So, he states: "until the parties are not physically separated, the cancellation of contract would be possible (Toosi, 2008). Following him, Ibn Edris (Ibne Edris, 1996) amd also Mftah al-Keramah have believed that 'Majlis' is the physical gathering of the parties (Ameli Najafi, 2012).

However, on the contrary to the above narrations, one the contemporary jurists believes that: "by 'unity of Majlis', the achieving to requirement and acceptance in the same place is not intended-however it is dominant-but by 'Majlis', it is meant that each of the parties should stay in the place in which the contract is being fulfilled, even if the parties are making the deal through the phone or something else. However, if the parties leave the place, a separation happens and the option would not continue to exist (Moqnieh, 2016). Also, another jurist has stated: "seemingly, the title 'Majlis' can also include the parties who are far from each other, such is the case for dealing over the phone. He asserts that the reasons provided for option of meeting place can be also true in this case (Shirazi, 2006).

Rejecting the latter theory, Imam Khomeini believes that: "what is inferred from the texts and Fatwas, is that this option exist for the parties who are present in the place and all these conditions-the parties being present in the contract place- are the prerequisites to credibility of option of meeting place. Therefore, if any of these conditions are perished, the option of meeting place will also not emerge. Thus, the presence in the contract place is among the conditions (Musavi Al-Khomeini, 1985).

It seems that Imam Khomeini's comment is more consistent with the legal and juridical principles, so accepting the option of meeting place for the deal done over the phone or the like, and the reasoning of the causes, is a difficult task, since the terms 'dispersion' and 'separation' which were used in the narrations mentioned, clearly indicate that the parties should be present in the meeting place and then disperse. Moreover, it is unlikely that convention considers the conclusion of contract of sale over the phone, as the 'contract place'.

Anyways, what is certain is that through arising these controversial discussions, there would be serious doubt about the existence of option of meeting place for the deals done over the phone and the like, so, regarding the generalities of binding contracts such as "fulfil your contracts" and the unique nature of the options, we should consider the certain scope of "meeting place", which is gathering of the parties of contract in the same place, and consider the option of meeting place only for this case, and refrain from generalizing it to other things like contracts fulfilled over a phone.
What has been mentioned put aside, I should note that 'option of meeting place' is among the financial rights and its application is a one-sided legal acts (unilateral act), so it is required that in this unilateral act (application of option of meeting place), the basic conditions related to the authenticity of transaction be present.

- **Characteristics of Option of Meeting Place**

a) Being Specific to Contract of Sale

The option of meeting place is specific to the contract of sale (Mohaqeq Helli, 1995) and its factuality for other contracts has not been verified, since in the contracts, the principle is its irrevocability, while the existence of option is an exception, and there is no reasons for emergence of option of meeting place for other contracts. In addition, in the book by Qaniah, it is clearly stated that there is a consensus on this characteristics of option of meeting place (Musavi Khoei, 1987). Ibn Edris, naming some binding contracts such as rent, remittance, compromise, and Mosaqat (contract for harvesting against a share), believes that option of meeting place is specific to the contract of sale and the above mentioned contracts are not contracts of sale (Ibne Edris, 1996). Sheikh al-Taefeh, besides naming some binding contracts such as contract of rent and Mosaqat, states that the option if meeting place does not exist for them and his reasoning is that there is consensus. He adds: there is no controversy among the Imamiyah jurists on this subject (Toosi, 1996).
The Article 456 of Iranian Civil Code has also followed the consensus of Imamiyah jurist and prescribed that option of meeting place is specific to contract of sale.
It should be noted that option of meeting place exist in all contracts of sale including cash, credit, and short sale, and there is no difference between them on existence of this option (Shirazi, 2006). The author of Miftah al-Karamah states: briefly, the option of meeting place exist in all the cases referred to as contract of sale, such as short sale and credit, contract on inspection, contract on description, release at cost price, sale against plus buy-price (Najafi, 2012). Sheikh Toosi also states: the option of meeting place exist in money exchange, forward sale, and contract of physical property (Toosi, 2008).

b) Beginning from the Time of conclusion of Contract

The initiation of option of meeting place is the conclusion and composition of the contract of sale (not from the time of ownership transfer) (ibid, p.218). Also, there is no difference if the acceptance is dominant, or the contract is verbal or mute; since what is apparent in terms of option of meeting place-form the narrations by Holy Prophet (pbuh)- i.e., "sales have options"- is that the contract of sale is the absolute cause of option of meeting place existence; since it is after composition of the contract of sale that the title 'sale' is realized for the parties of contract and the mentioned hadith becomes executive. So, the deviation of effect from its absolute cause, as long as there is a cause, is absurd, and the separation of effect from its cause, even for one moment, is impossible. Thus, with conclusion of contract, the option of meeting place is realized for the parties (Shirazi, 2006).

- **Option of Meeting Place Rescission**

a) The Condition of Option of Meeting Place Rescission

If it is set as a condition that there should not be an option for the seller and purchaser or one of them-such as the case in which the seller say that I sold this goods on condition that there is no option between us, and the purchaser accept the condition- this condition will be credible and the option of meeting place will be void. It is claimed in Qaniah and Majma al-Borhan that there is consensus on this issue and there is no opposition by the jurists in this regard (Shahid Sani, 1989). In fact, before the claim of consensus is made, it should be said that the reason behind the authenticity and credibility of option rescission condition is the general causes

emphasizing it (ibid, p.180). And these causes are "fulfilling the commitments". (Ameli, 1994) and "the pious must be committed to the conditions" (Najafi, 1983).

It may be imagined that the generalities of "the pious should commit himself to the conditions" are conflicting with the general causes of option (ibid, p.181). However, it should be said that the reasons of option such as "the option of meeting place would remain as long as the parties of sale are in the same place, but when they get separated, it would be void" have no power to contradict the reason of condition, but the reasons of commitment to condition are dominant over the reasons of options, since the reasons of option that fit the existence of options in contracts are considered as requirement for their application; in other words, the existence of option for contract by itself, though being absurd and peculiar, is not contradictory with the case in which, by changing the title, another sentence, i.e., rescission of option, is obtained, such as the case in which the rescission is agreed upon in the conclusion of contract.

The rescission of option can take four forms:

a) The condition of option rescission is agreed upon before conclusion of contract
b) The condition of non-existence of meeting place option is set in the text of contract
c) The non-cancellation is set as a condition in the text of contract
d) The condition of option rescission is set in the text of contract, such is the case in which the seller says to the purchaser that he sells the goods to him on the condition that after conclusion of contract, he voids his right of option of meeting place;

b) Rescission of Option of Meeting Place after Composition of Contract

Another case in which the option of meeting place is rescinded is after composition of contract; such is the case in which one of the parties of the contract say: I voided the option or committed myself to the object of sale or possessed the object, or it is binding for me to accept it, and the like (Shahid Sani, 1989).

The late Sheikh Ansari believes that what really rescinds the option of meeting place is of this type, since the apparent meaning of the word 'rescission' is that it is used for a realistic fixed object, which is contrary to the use of rescission in the text of contract, which a virtual use and not a real one, since no contract has been realized in the real world (ibid, p.229).

For option of meeting place rescission due to its cancellation after contract, three reasons can be mentioned:

a) Consensus of Imamiyah jurists
b) The agreement narrations implying the rescission of option due to "seizure", in these narrations, Imam (pbuh) has stated the reason behind the rescission of option to be the seizure of object of sale, which is the sign of consent to the contract; therefore, when we consider the rescission of option through seizure enough-due to existence of consent- a fortiori, the rescission of option of meeting place after conclusion of contract, indicates the stronger consent towards the seizure.
c) The undisputed principle "any owner of a right can rescind it", perhaps, the reasoning of this principle is the concept of the hadith narrated by Holy Prophet (pbuh) "truly, people have dominance over their property". Therefore, if the people are dominant over their property, and they can seize their property whatever way they intend, the rescission of their right of option would be after conclusion of contract.

The late Sheikh Ansari states: apparently, from the usage and generalities about the rescission of option of meeting place after conclusion of contract, it can be inferred that the rescission of option of meeting place, with any terms (from the conventional reasoning) that cause its void, would be realized, and there are two reasons behind it:

1- The hadith "truly, people have dominance over their property" implies that people are dominant over their property and among the dominations of people and their types, is the their right of rescission of option in whatever way they like, and if we confine this right to a specific expression, it would be contradictory to the absolute domination inferred from this hadith (ibid, pp.229-31).
2- The concept of agreement between the reason imply the adequacy of some verbs-such as silence alongside with context or seizure of the price- in the permission of unauthorized contract of sale,

therefore, when these verbs, while not being the same, imply the permission in unauthorized contract of sale, predominantly, the rescission of the right through any expression, may happen and it would be realized (Mirshafiei, 1996).

It should be noted that for a word that due to one of the conventional reasoning, imply the rescission of option of meeting place, the term 'rescission' is true and based on the sentence of the principle "any owner of a right can rescind it" is effective and incisive, and an auxiliary of this sentence (that rescission can be realized by any expressions), if one of the parties of the deal say "I void the parties of the contract of the option of meeting place", and the other party also agrees to it, the right of the option of the agreeing party is also void, since his agreement with this matter is also a reason for rescission, and it is no longer needed that he, besides the agreement with it, write the expression 'I voided' (ibid).

In terms of rescission of the option after conclusion of contract, Imam Khomeini states that: there is no problem here and there is no need to refer to consensus and verbal reason for proving the rescission of option after conclusion of contract. The failure in rescission may be arisen in two cases: first case is when we presume that the option, in the desired discussion, has a religious nature to it, and not a rational one, so we can conclude that the option would not be void due to rational causes, while this argumentation is clearly weak, since it is obvious that the option is a commitment agreed by the wise and common in the market, and it is dealt with in a regular basis. It is not invented by the religion and there is no doubt that the scholars perceive from the narration of the Holy Prophet, a conventional concept with a rational nature. Thus, the factuality of option is a unique one, and that is a conventional factuality in all cases. Therefore, if we say the option of meeting place is religious and not rational, it will not mean that the nature of option is religious, rather, the very option agreed by the convention is meant, which has been fabricated by the religious lawgiver.

Second case: that we presume the non- rescission is due to the fact that option is a right which cannot be rescinded, or it does not need to have a particular cause to rescind it. This case is also false, since the conventional right can be rescinded, according to the convention (Musavi Al Khomeini, 1985).

Third Clause: separation

Another cause that rescinds the option of meeting place is separation of the parties of contract from the place it has been established in (ibid, p.148).

There is no doubt in terms of rescission of option of meeting place due to separation of the parties of contract from the place in which it is established (Ansari, 2003), and there is consensus about it (Toosi, 1996). Also, based on the concept of article 397 of civil code, after conclusion of the contract, in case any of the parties of contract leave the place in which it is established, the right of its cancelation would be void.

By separation, a dissociation of the parties is meant which is either with their consent to obligation of the contract of sale or without it (Ansari, 1996). It can be perceived by the manifestation of some narrations in this regard- which were previously mentioned- and we have to say that their dissociation is the result of their consent to the contract.

In terms of dissociation, some jurists believe that: if one of the parties, with his own discretion, depart from the other party even in one step, dissociation would be realized (Mohaqeq Helli, 1995). Also, some of them have stated that the least cause that voids the option of meeting place is dissociation of the parties, even with one step (and if they walk one step and get away from each other, a reason would be needed (Toosi, 1996). In addition, it is narrated from Allameh that in dissociation, even with one step, by one of the parties, there would be no difference if it was intentional or unintentional (MusaviAl Khomeini, 1985).

However, from the statements of Sheikh Ansari, it can be inferred that he was opposed to these theories, since he believes that: the meaning of dissociation by the parties is that they get away from that social form they had during the conclusion of contract, since its meaning is a relative and additional one. Therefore, if an additional and conventional dissociation, even with the name of dissociation- that is to the extent conventionally named dissociation- is happened, the option would be void. So, the criterion of realization of a dissociation that voids the option, is no longer separation with one step (Ansari, 2003).

As a summation, it can be said that mentioning the expression 'one step' in some of the books by jurists, is expressing the least reason among the reasons of dissociation in the real world (ibid).
In the discussion of dissociation, two subjects are important of note:

a) The dissociation discussed in the words of the late Sheikh Ansari- that they get away from that social form- is realized as soon as one of the parties moves and the other is still, and there is no need both of them move. Thus, in verification of a dissociation that voids the option of meeting place, movement of any of the parties towards a direction in opposition of the other- such as the case in which one of them moves towards the east and the other towards the west- is not a condition. However, if the movement is made by both of the parties, the lack of companionship of one of the parties with the other is a prerequisite for verification of the mentioned dissociation (ibid).
b) That the dissociation is not reluctant. So, if one of the parties, or both of them, are unwilling to dissociate, the option of meeting place will not be void, and whenever the reluctance is faded, the option- in reluctance fade- is firm unless a dissociation in the meeting is happened (Shahid Sani, 1989)

The late Sheikh Ansari believes in this regard: if parties are reluctant to dissociation from the contract meeting, whether the mentioned reluctance is to the extent that rescinds the option or not, such dissociation will not void the option of meeting place and this sentence is common between the jurists and even there is a consensus on it (Ansari, 1996).
The author of Meftah al-Karamah also believes that: in case an unwilling dissociation among the parties of the contract happens, the option of meeting place would survive and it would be firm, and it is claimed in Qaniah that there is a consensus on it, since it is inferred from the option (which means authenticity) that the parties are not separated willingly, and they are forced to get away from each other. The option for respite and leniency is fabricated and would not be void by reluctance (Ameli, 2012).
However, if the parties, or one of them, are forced to dissociate physically, but it was in a way that cancellation or authentication of the contract was possible form them, but they took no action, their option would be void, since when in this state (reluctant dissociation), the cancellation or signing the contract have been possible for the parties, and they did not do anything gin this regard, until the physical dissociation among them is realized, it would emphasize the consent to sign and continue the contract (Toosi, 1996).
Sheikh Ansari also believes in this regard that: if the parties are only forced to leave the meeting place, and they do not cancel the contract, knowing that they have the right to do so, such dissociation would void the option of meeting place, since:
Firstly, the narrated consensus is dominant in this sentence and the realized reputation- that is a reputation we ourselves have obtained- would compensate for its movability.
Secondly, from the word 'departing' mentioned in the hadith, a separation is inferred that is accompanied by consent to sign the contract, whether this separation is willing and optional or it is out of frustration, and here, since he has not been forced to leave the option, and thus, has left the meeting place without application of option and cancelling the contract, it can be concluded that he is satisfied with the contract and so, his right of option is void.
Thirdly, Imam (pbuh) states in the Sahihah Fazil: "The rescission of option of meeting place is accompanied by the consent of the parties to the sale, and then separation of them"This narration by Imam implies that the condition for rescission of option of meeting are two: one is the dissociation and the second is the "parties consent to contract", or we can say the expression "after consent" in this expression by Imam (pbuh), refers to the fact that rescission of option of meeting place shows the possible (but not common) consent to the contract, and the parties dissociation merely indicates the consent which was mentioned. Anyway, this narration implies that the parties who are separating, if they have the possibility of contract cancellation and they refuse to do so, then such dissociation usually indicates their consent to contract and thus, their right of option is void (Ansari, 1996).

Fourth Clause

Another case of rescission of option of meeting place is seizure, and it has three reasons:

a) The rational reason: like other fiducial-substantive tasks, the option is also causative. As it is not proven but by a rational cause, it is also not void unless a rational cause exists (so, proving or lapsing the option through a rational cause is possible), and there is no difference this cause is oral- such as the case in which the owner of the right says "I void the option" or "I am committed to the contract of sale"- or it is an act indicative of its rescission, such as seizure (Musavi Al Khomeini, 1986).
b) Reported Consensus
c) The generality of the mentioned reasoning as it is narrated in some narrations based on which, for option of sale of animals, we say this option is rescinded through seizure. In one of these narrations, Imam (pbuh) states that: "that is, if the purchaser seizes the bought animal in less than three days, it would be indicative of his consent to the contract and there would be no right of option for him". The late Sheikh Ansari states: from the text of this narrations, it can be inferred that the option of sale of animals is rescinded through seizure, and from the reason mentioned in it-i.e., "so, it is a sign of his consent to the sale and he has no option"- the rescission of option of meeting place through seizure of the property, can be implied, since in terms of option of meeting place also, the reason is the consent of the person who seizer, to the contract, and we know that this consent is a practical one, and though the seizer is not consent to the rescission of option, it would be void (Shirazi, 2006). Moreover, there are various comments on possibility of rescission of option of meeting place through seizure in jurisprudence books:
    1) Some jurists have mentioned seizure in its absolute form (Musavi Al Khomeini, 1985), however, some of them, continuing their argument, have noted some contents based on which, the rescission of purchaser's option of meeting place can be implied (Ansari, 2003).
    2) Some other jurists believe that if the purchaser seizes the object of sale, his option will be void (Ameli, 2012), since seizure is indicative of his consent to the contract. Sheikh Toosi has firstly claimed that there is a consensus on this matter, and secondly, has stated that: from the narrations mentioned in the hadith books about the subject of seizure as something that voids the option, we have not concluded the absolute rescission of option (Ameli, 2012).
    3) Another dimension is implied by the book 'Nafea' and some other books. As the option of purchaser is void through his seizure of the object if sale, the seller's option is also void through seizure of the price of object, since his seizure is indicative of his consent to the contract and in this regard (the reasoning to consent), there is affinity between the seller and purchaser (ibid).

In addition to the above mentioned cases, some jurists have mentioned other cases that rescind the option of meeting place, however there are numerous controversies about them. For example, it is mentioned in the book 'Qavaed va Tazkarah' that if one of the parties is dead, the option of meeting place might be void, and in this regard, they have argued that dissociation and separation from the world is dominant over separation from the meeting place, which opposing to this idea, Mohaqeq Helli and Sheikh Toosi believe that in case both of the parties, or one of them, die, the option of meeting place will be descended, just like the other rights and options that can be inherited. Therefore, the heir to the deceased, would hold the right of option (Mohaqeq Helli, 1995).

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