Clinical Cancer Investigation Journal-ISSN: 2278-0513

Physician guarantee from the perspective of Iranian jurisprudence and civil law

Abstract

Undoubtedly, when a person suffers a loss, the person who caused the damage is obliged to compensate the damage, and this is a principle in accordance with the legal rules that are accepted in the legal system of our country. But sometimes when a person takes responsibility; If he feels that he will be harmed in this way, he will refuse to do so. Medicine is one of the professions that is no exception. When a physician feels that he or she is still a guarantor if he or she performs the operation and uses his or her efforts to save the patient's life and that responsibility for the surgery is not removed, this will certainly reduce his or her risk. So the debate here is whether the doctor is a guarantor or not. To what extent is the jurisdiction of the doctor jurisprudentially and legally? Questions like these are addressed in this section. First, some concepts and rules related to this topic are mentioned; Then we will discuss the essence.

Keywords: *Iranian jurisprudence, civil law, Iran legal system, doctor jurisprudentially, civil, law*

Rudabeh Gol Mohammadzadeh*1, Abolfazl Hedayati Mahboob[2]

1- Master of Private Law, Department of Law, Faculty of Humanities , Bu Ali Sina University of Hamedan, Hamedan, Iran

r.g.lawyer77@gmail.com

2-phD Student in Private Law, Department of Law, Faculty of Law and Political Sciences , Mazandaran University, Mazandaran, Iran

hedayariabolfazl66@gmail.com

Introduction

Error in the word means a mistake, mistake, and crime (Dehkhoda, 1350: 622). Error in legal terms refers to an act committed by a discriminating owner who acts illegally through negligence, forgetfulness, ignorance, error, carelessness, or recklessness. The perpetrator of an error act, unlike the perpetrator of an intentional act, does not intend the result (Jafari Langroudi, 2003: 163). Taqsir is also an Arabic word and the source of the chapter "Ta'ifil" and is from the root of "Qasr". The word has similar meanings such as mistake or violation in judgment or behavior, deviation from accuracy, duty, or negligence (Aghaei, 2003: 38). The same meaning is often used in jurisprudence. In jurisprudence, cases are not counted as faults, and on a case-by-case basis, wherever necessary, omitting an act or performing an act that causes damage to another is considered a fault, and sometimes it is mentioned as a violation. For example, it has been said that Amin is not responsible unless he violates or deviates. And the criterion for determining what is at fault; is custom and in Islamic law, the custom has been relied on in this regard (Asghari, 2006: 15). Here are some of the major culprits: General and specific fault General guilt are related to the type of rule and the obligation to which it is violated. Some general duties and responsibilities. It is as if everyone is obliged to behave normally and not to abuse. Violation of such obligations is considered a general or public fault and its fulfillment requires evaluation and interpretation. In addition, there are cases where a specific obligation is violated, and it is clear that this fault has been established. For example, observing a red light is a special obligation, the violation of which is easily achieved (Rahpik, 2009: 28). Positive and negative fault Positive guilt means committing an act, and negative guilt means leaving the verb. The question that may arise here is whether the omission of an action, which is a non-existent matter, can be the basis of responsibility? In response, it should be said that in cases where a person is responsible for performing a general task or obligation, leaving the act or not performing that task and obligation will also be an example of guilt (Ahmadpour, 2012: 48). Leave and hence injure the patient. Intentional and unintentional fault Intentional fault is a fault in which the perpetrator intends to cause harm. Intention, as we know, is the will that wants a result. In this case, the will of the perpetrator of the loss has demanded not only the action but also the harmful effects resulting from it. Therefore, when he has the will to cause harm, it is a deliberate fault and he is well aware of the harm caused by his action. In the general rules of contractual liability, this fault leads to the conclusion that it obliges the obligor to fully compensate for damages, including unpredictable damages (Jordan, 2006: 93). With this explanation, the meaning of unintentional guilt also becomes clear. Therefore, in unintentional fault, the culprit does not intend to harm, but he will be negligent and will suffer damages or damages. Light and heavy fault, which is higher than the light fault, requires the violation of a task. But at the cost of making a big mistake. Criteria can be considered for serious fault; For example, if the harmful act is caused by a large amount of negligence, it is a serious fault, or if the perpetrator of the harm, knowing the possibility of causing harm, intentionally harms the interests of others. Sometimes courts find the severity of damages effective in describing a serious misdemeanor. An important difference between light and heavy faults is that heavy faults are intentional faults, and on the other hand, there may be concessions and discounts for very light faults. Paragraph 2 of Article 4 of the Civil Liability

Law allows the court to reduce the number of damages if the occurrence of damages due to negligence is negligible and the compensation causes poverty to the victim (Rahpik, 2009: 38). History of doctor's liability and fault In primitive civilizations, when human societies were tribal, tribal men also practiced medicine, surrounded by the knowledge of medicinal plants; That is, in addition to the position of judge, they also dealt with medical matters. The word doctor, which means witch or sorcerer, has been used since ancient times and thus referred to medical clerics (Goodarzi, 1998: 54). At that time, because the clergy had spread the idea that diseases were caused by the wrath of the gods, they had no responsibility. Later, as civilization progressed and medicine separated from the clergy, physicians were gradually given responsibility. Of course, in the beginning, because civil liability and criminal liability were not separate, compensation did not make sense. Punishment was also to alleviate the pain inflicted on a goddess. Later, due to the spread of the idea of individualism, criminal liability was separated from civil liability and as a result, medical liability experienced its first developments (Daryabari, 2002: 126). In ancient Babylon, Hamurai enacted a set of laws according to which physicians were responsible if they caused harm to patients due to lack of knowledge of the obvious principles of medical knowledge and errors in treatment (Siberil, 1977: 21). . The law of Hammurabi stipulated in this regard: "If a doctor treats a person through surgery but the surgery leads to his death; "Or treat his eye but be afraid of losing his eye, his hands should be amputated." (soony bal, 2008, p: 339). In ancient Greece, too, if a physician caused a patient to die due to an error in treatment, he or she was subject to death. In the case of Hepheastion, Alexander the Great ordered the execution of his physician for failing to heal him. The ancient Romans, who inherited Greek, Persian science, technology, and medicine, were also ignorant And they considered medical error as a cause of responsibility and if a physician violated the principles and rules of medicine in his treatment, he was obliged to compensate the injured party (Bassam, 1404 quoted by: Kazemi, 2009). : 6). In ancient Iran, the conquest of Babylon by Cyrus the Great in 505 BC, introduced the Iranians to the medical achievements of several hundred years of Babylon. In addition, during the Achaemenid dynasty, there was a cultural connection between Iran and Greece, and even some Greek physicians, along with Persian physicians, practiced medicine in the court of the kings of Iran (Najmabadi, 1987: 33). During the Sassanid era, physicians had a special reputation. During this period, physicians were divided into four categories: pharmacists and body physicians, chiropractors (surgeons), dot physicians (forensic physicians) and senior physicians (psychiatrists). They studied at Jundi Shahpour Equipped University and its hospital. Were (Goodarzi, the same: 56). Medical courses at Jundi Shahpour University were a mixture of Iranian, Indian, and Greek medicine. There new methods of pharmacology were developed; This means that Jundi Shahpour's physicians took the scientific methods of other nations and supplemented them with their information, opinions, and discoveries, and adopted a method that was Iranian. From the same university, people such as Borzoyeh Tabib, Bozorgmehr, and Khordad Barzin graduated, who were the leading physicians of that time. For example, in the severe illness of the Chinese queen's daughter, which Chinese doctors were unable to treat, Khordad Barzin, the famous physician of Khosro Parviz era, went to China and treated her illness. According to the above, the importance of medical science in ancient Iran is determined. In addition, physicians considered diseases to be material in nature and held themselves accountable to patients. Therefore, in ancient Iran, in addition to the moral and criminal responsibility that was predicted in "Vandidad", physicians also had civil liability (Ibid: 73 and 84; Goodarzi, 1998 Ibid: 81). During the Islamic period, due to the knowledge of great Islamic scholars, many branches and sub-branches were found in it. These branches were related to the subjects of that science, which sometimes dealt with the quality of treatment and sometimes with the different conditions of human beings during treatment; Such as Tadbir al-Isha '(health of persons), Tadbir al-Hubali (health of pregnant women to keep the fetus healthy), Tadbir al-Muludin (neonatal medicine), Tadbir al-Sabyan (pediatric medicine), Tadbir al-Shaykh (medicine of the elderly). Everything was due to the efforts of prominent Iranian physicians such as Zakaria Razi, Abu Ali Sina, and so on. (Brown, 1371: 79). After telling this brief history, it should be said; In medical sciences, an error is a failure to perform a task that a physician in charge of his work at that time had to care for his patient, which has led to a degree of physical, mental or financial disability (Mahvan, 3 137 : 14). Medical malpractice is one of the most important issues. But the question here is when is the doctor to blame? Can any mistake and for any reason be considered a doctor's fault? The new Islamic Penal Code adopted in 1392 considers fault, including recklessness and carelessness, and enumerates cases such as incompetence and non-observance of government systems as examples. The note to Article 145 states in this regard: "Fault includes carelessness and negligence. "Negligence, negligence, incompetence, and non-observance of government systems and the like are, as the case may be, examples of carelessness or negligence." In the Civil Code, Article 953 considers the concept of guilt, including abuse and misconduct.

A- Carelessness: Carelessness means "not keeping the soul from happening in sin, one who is not thoughtful and does not establish his work and one who is not thoughtful" (Dehkhoda, 1350: 212). Carelessness is used against negligence. Neglect manifests itself in the form of omission, but recklessness

manifests itself in the form of action, and it is "an action which, by omitting prediction and determination, which must necessarily have been observed or determined, that is, its expectation." It was traditionally committed by the perpetrator (Jafari Langroudi, 1378: 116). In other words, recklessness means that a person takes action that leads to death or bodily injury, or harm to others, regardless of the practical consequences that are normally predictable. Therefore, recklessness is a violation of the legislator's prohibition and is something that should not be done and is being done. The criterion for diagnosing recklessness is custom, and if a specialized subject (such as medicine and surgery) is involved, the custom of experts and technicians and expert theory will be valid. B- Bimbalati: Bimbalati means recklessness and carelessness and not doing anything. Whenever the perpetrator predicts, that his action will cause harm to others, but negligence will lead him to commit a crime; He has committed Bimbalati. Bimbalati is a form of abandonment of the verb and is often present in actions that are associated with danger and the perpetrator should avoid such dangers. Like carelessness, carelessness is a customary concept, and it is a special custom that determines whether a person who has caused damage due to not taking action should have taken action or not! For example, not performing the necessary and usual preoperative tests and not performing chest radiography, not disinfecting the treatment equipment that causes the spread of infectious disease to the patient, etc. are obvious examples of negligence. C- Lack of skill: Lack of skill or lack of proficiency in the word means "lack of knowledge and the opposite of being very knowledgeable, contemplating and developing, a lot of science and knowledge and immersion in the sea of science, dexterity and cleverness, mastery and skill". (Dehkhoda, 1350: 300). The meaning of lack of skills in legal terms is: "Lack of conventional familiarity with the principles and scientific and technical points of a certain job, such as driving a car, etc. Sufficient ignorance of a certain profession is an example of lack of skills" (Jafari Langroudi, 1999: 445). D- Non-compliance with government systems: Non-compliance with government systems means not doing and not following the laws of the government and the order that the government has established, and it means not complying with any order that has a guarantee of implementation; Whether it is in the form of law or the form of regulations (Jafari Langroudi, ibid .: 444). Government systems of any law are approvals, by-laws, by-laws, directives, and instructions that are set and established by the legislator to achieve a specific goal and are divided into two main categories: 1. General systems that have a general aspect and include all individuals. 2. Special systems that are related to different and specialized characters (Abbasi, 2003: 35). In the case of medicine, these special systems include the rules, regulations, regulations, and directives of the Organization of the Medical System and the Ministry of Health, Treatment and Medical Education, and the directives and instructions of the scientific and medical centers. To diagnose this type of error, despite the carelessness and ... the court does not need to refer to custom. Rather, whenever the court finds that the defendant did not comply with government regulations, he is found guilty and guilty. Article 495 of the Islamic Penal Code, regarding the guarantee of a doctor, states that one of the examples of fault is acting in violation of technical norms and regulations. Abandonment: Another question in this section is whether, as some physicians' actions are examples of medical malpractice, the omission will find this situation or not? In this regard, Article 295 of the Penal Code answers this question and states: If a crime occurs, if it is capable of committing the act, the resulting crime will be documented and, depending on the case, intentional, quasi-intentional, or a pure error, such as the mother or midwife who breastfed the child. "Do not breastfeed or the doctor or nurse should resign." Therefore, they are the guarantors if the doctor or nurse takes a break while doing their job. The Penal Code for Refusing to Assist the Injured and Eliminate the Danger of Life, passed in 1975, stipulates: This action is dangerous for him or others, and he/she refuses to do so, despite the help or indication of the circumstances that he/she is necessary to help, and is sentenced to the punishments provided in this article. In the continuation of this article, a point is stated which is also considered a kind of medical malpractice: "If in this case, he commits those who could have provided effective assistance according to his profession", in this case, he will be sentenced to more severe punishment. It becomes. In Note 1 of Article 495 of the Penal Code, the legislator stipulates regarding the negligence and fault in terms of the doctor's knowledge and practice: ". A person whose ignorance and negligence are justified for one reason; Now he either did not know the essence of the matter or he had compound ignorance about the subject. But the culprit, unlike Qasser, has no excuse. Although at first glance it seems that the above note is regulated in such a way that the physician is limited in terms of guarantee and liability. But it must be said that the correct approach of the legislator in this regard is to deal strictly with doctors. In a way

If the doctor claims ignorance and fault, it will not be accepted by him and will cause a guarantee. The fact that a doctor should not have scientific negligence means that if he is ignorant of scientific issues, his claim is not heard, and therefore it can be said that his lack of knowledge of medical and specialized knowledge is considered a fault because the guarantee and responsibility He can not claim that he was not aware of the relevant medical issue (Daraei, 2016: 58). Jurisprudential reasons for not guaranteeing a doctor The jurisprudential rules that indicate that the physician is not responsible for performing his treatments are: The basis of this rule is verses

from the Holy Qur'an, such as verse 91 of Surah Tawbah: "We are the best of the good and the forgiving of the merciful" and verse 60 of Surah Ar-Rahman: "Is the reward of the good except the good. That is, Mohsenin is not responsible. The answer to benevolence and charity is not given except benevolence. Therefore, this is a general rule in jurisprudence and if a person causes harm to another person for the motive of service and kindness, he will not be reprimanded. This reprimand, as it can be related to the obligatory sentence, can also be related to the situational sentence; This means that the person will not be guaranteed and responsible. In our discussion, if a physician, in accordance with the knowledge of medicine and acquiring innocence from the patient, takes action with the intention and possibility of treating the patient, and the result of his efforts happens to be unintended harm, according to this rule, the physician should not be held responsible. Because medicine on a sick person is one of the cases of good deeds, and as a result, a doctor who has not abused is one of the examples of the virtuous. Because otherwise the treatment of many patients will be stalled. This means that if we leave the patient alone, his health will be damaged, but if he is treated and operated on, there is a possibility that he will be saved. Here, without a doubt, treatment, although it causes danger, is still permissible (Mousavi Bojnourdi, 1371: 5). Rational reason also confirms this statement; Because the doctor's action is an action that is legally permissible and is considered a kind of benevolence. Our intellect dictates that a person who acts with the intention of benevolence but does not happen to cause harm to the person whose deed is in his favor and benevolence in his right is not a guarantor. The rule of permission The definition of the permission was mentioned in the previous chapter, and we said that permission means allowing and expressing one's heartfelt consent, giving permission, and removing an obstacle. The grantor must be qualified. Therefore, a permit issued by a minor or insane person has no legal value. For a doctor to be held liable under this rule, a distinction must be made between a permit that is gratuitous and a permit that is accompanied by a replacement. The jurists emphasize that if the permission is unchangeable and the authorized person has not committed a crime, then he is not a guarantor of the damage to the person giving permission (Najafi, 1394, J 38: 223). Therefore, if the doctor treats the patient without pay and the patient is harmed during the treatment without any fault, he is not responsible and is not a guarantor. Regarding the fact that if the permission is accompanied by a change, the jurists believe that the responsibility of the authorized person remains with him. Paragraph c of Article 158 of the Penal Code also refers to this matter and "any kind of legitimate surgery or medical surgery that is performed with the consent of the person or his parents or guardians or legal representatives and the observance of technical and scientific standards and government systems." It is not punishable.

Innocence:

Obtaining a letter of innocence from the patient or the patient's guardian in accordance with the rule of innocence is one of the cases that jurists have cited to prove the doctor's irresponsibility. Of course, there are two theories among jurists here. Some believe in a guarantee and some like Ibn Idris believe in a lack of guarantee. The group that has accepted the theory of non-guarantee of a physician cites a narration from Imam Ali (as) about a physician and a veterinarian who must acquit the patient's guardian before operating. Regarding the patient's guardian, from whom the physician must obtain innocence and consent in performing a medical operation, Note 2 of Article 495 states: "In cases of lack or lack of access to a special guardian, the head of the judiciary, with the permission of the Supreme Leader and delegating authority to the relevant prosecutors, acquits the doctor." In the case of injury and crime to the patient due to the negligence of the doctor, it should also be said; But a patient is a person who in case of loss of life of the patient or disability; Finds the right to demand ransom or amnesty from it. Therefore, the guardian of the patient is not limited to the coercive guardian of the insane and includes all those who are entitled to receive compensation in the event of a loss. Some people think that "guardian" means the person to whom the matter is referred. So if the patient is wise and mature, he is his guardian; And if he is a minor or insane, the permission and acquittal of his guardian are necessary (Mousavi Khomeini, 1417 / J 561: 2). Emergency rule Another rule that is invoked for the non-liability of the physician is the emergency rule. The jurisprudential basis of this rule is verses (verse 173 of Surah Al-Baqarah about the sanctity of the body of the dead and the blood and flesh of pigs (pigs) and ..) and narrations .) Is. Urgency causes it to be considered permissible to perform certain prohibitions and omit certain duties in certain circumstances. In our case, for example, one of the things that must be observed by law is that the doctor obtains the consent and innocence of the patient or his parents. However, Article 497 of the Penal Code states that "in urgent cases where acquittal is not possible and the doctor treats the patient in accordance with the regulations to save the patient, no one is liable for the loss or damage." Therefore, the elimination of liability as a result of urgency is also reflected in the rule of "necessities, justification of prohibitions", which means that "necessities make prohibitions permissible". And this meaning is similar to the Latin phrase which says: "does not know the necessity of law." In order to accept this factor in order to deprive the perpetrator of criminal responsibility, the existence of conditions is necessary, such as 1. The danger is severe; 2. The danger is imminent and this is determined according to the specific circumstances of each case; 3. The

commission of a crime is necessary to eliminate the danger; 4. The danger was not intentionally created by the perpetrator; 5. The crime and the danger that exists if the crime is not committed are appropriate (Askari and Haeri, 1389: 46). Jurisprudential reasons regarding the doctor's guarantee and its criticism There are two views and even two views in jurisprudence regarding the guarantee of a physician. Some believe in guarantee and some have the opposite view. The consensus of Imami jurists is that the doctor is the guarantor in case of negligence or fault; Whether he is not scientifically competent or commits a mistake in practice (Ardabili, 1403, J 14: 227; Najafi, 1404, J 43: 44). The difference here is where the doctor does not commit a mistake or nevertheless inflict harm on the patient. In this regard, the well-known view of Imami jurists is that they consider the physician as a guarantor, even though the physician has scientific competence and caution, and has made every effort to treat the patient and has not committed any wrongdoing. Some jurists have even claimed that the companions agreed that the doctor was the guarantor (Mohaghegh Hali, 1412, J 3: 421). These jurists cite the following reasons: - It is said that the loss or defect is documented by the physician and therefore subject to the rule of loss. In addition, the jurisprudential rule (non-religious tail of Muslim's Hadra) will also support this issue. Therefore, since the blood of a Muslim is not wasted and is a guarantee, the doctor will also be a guarantor in this way (Najafi, 1404, J 27: 324). - In cases where a pure error occurs, the guarantee is also fixed. Thus, in the first way, a guarantee is realized in the damages resulting from the treatment of the patient, which are considered as a kind of quasi-intentional. Because the doctor in any case deliberately seizes the patient's body and soul. - This is not one of the cases in which the principle of innocence can be attributed to the lack of a doctor's guarantee. Because as it is also known in the principles, it is said (the principle is the reason as no reason). That is, the principle is considered a reason when there is no other reason. But here is the reason for the doctor to be a guarantor. Among these reasons, they cite a narration that has been narrated from Imam Ali (as). About the circumcision (circumciser) who cut the scrotum of a boy during surgery and the Prophet was considered the guarantor of that person. They also cite another narration of Imam Ali (AS) who says: "I am a doctor or a pious person, so take my innocence as a guardian and otherwise he is the guarantor" (Har'amli, 1409, vol. 29: 261-260). This means that anyone who practices medicine or is a veterinarian must acquit their guardian, otherwise he will be guaranteed. The application of this narration implies that the doctor is the guarantor even though he has not committed any fault. - The last reason for those who believe in being the guarantor of the consensus doctor is one of their most important reasons. To the extent that Shahid Thani does not consider the reasons presented to prove the doctor's guarantee sufficient and introduces the only reason in this case as the consensus of jurists (Ameli, 1410, vol. 10: 110-108). The second view contradicts the popular view that belief Doctors are not guarantors if they are not at fault. According to this group of jurists, even if the doctor has not acquitted the patient, he is not a guarantor unless he has abused. Apparently, the same view has been accepted by the legislator in the Islamic Penal Code. This group of jurists, in order to prove their claim (their claim is that the doctor is not a guarantor except in case of negligence or fault) considers the reasons of those who believed in the doctor's guarantee as invalid and relies on the following reasons to prove their claim: A. That the proponents of the doctor's guarantee had invoked the rule of wastage and the rule of not wasting the blood of the Muslim man (the rule of invalidity); It can be wrong. Because although the loss is a guarantee, there are many cases that, despite the fact that the loss is attributed to the trustee, but he is not a guarantor, such as where the cause is stronger than the trustee or the medicine is done with the permission of the patient or his guardian And has not violated the rules. In such cases, it should be said that the loss is not attributed to the doctor, unless it is a fault or fault. B- The main reason given by the proponents of the guarantee in this issue was the employment of Dhimma and the guarantee of the doctor. But it must be said that the main thing here is innocence. Because when we doubt the employment of dhimma (being responsible or not), the principle of innocence prevails (Ibn Idris, 1410, J 3: 373). Therefore, this group of jurists did not consider this reason for the employment of dhimma sufficient and relied on the principle of innocence. C- The narration cited about Khatan which was narrated from Imam Ali (AS) can also be criticized. This narration is related to a case in which the act of circumcision itself is considered a fault, for example, it goes too far. The narration does not say where Khatan is not at fault and at the same time is a guarantor. Therefore, if the patient makes an excessive incision due to his extra movements, then the doctor will not be a guarantor. D. Another reason cited was that medical practice is a quasi-intentional instance. But it must be said that this is not the case. Medicine is a legitimate and rational work and the physician will not be responsible for taking a legitimate action. It removes, but the status quo and the guarantee remain in place. Therefore, if someone causes another loss while doing something that the Shari'ah considers permissible, he will be a guarantor (Ameli, 1410, J 10: 154). In our case, the ruling is the same, and the fact that only a doctor is licensed to practice medicine does not mean that he is not a guarantor. But it must be said that in the medical profession, our discussion is not just about obscenity and the permission of medicine. Rather, medicine is sometimes obligatory sufficiency and sometimes objective obligatory (Ansari, 1415, J 2: 137). Therefore, to consider the physician as a guarantor

because he performs an obligatory religious act, while he also does so for the existing benefit (ie for the treatment of the patient); It has no rational reason. E. Another reason for proving non-guarantee, which was also stated in the previous chapter, is that the physician's commitment is a kind of commitment by means and not a result (that is, the physician does his best and human life is in the hands of God). In a narration, Imam Ali (AS) is quoted as saying: "Everyone who practices medicine should practice piety and do his best to succeed." That is, the doctor is no longer responsible for him (trust in God and do his best to save the patient's life). (Daraei, 2016: 62). In addition, the reason given for relying on consensus is not realized due to the fact that there is a dissenting opinion on the issue and therefore cannot be cited. Considering the aforementioned reasons and opinions in the issue under discussion, it seems that the opposing opinions (ie, the promise not to guarantee a doctor) are more reasonable and more in line with today's rules and conditions. Medicine is a permissible, religious and sensible thing. The doctor's goal is to save the patient's life. If, despite this, we still consider the doctor as a guarantor, in spite of the injustice done to them, it is the same in other words as well. It also makes doctors less dangerous. Because when the doctor sees that he will still be a guarantor in case of treatment, he will refuse to perform the operation, and it is natural that this will cause hardship in the society and neglect the protection of people's lives, which is one of the most important duties. Be. In addition, Mohsen is a doctor and, as a rule, Mohsen is not guaranteed. Of course, it should not be ignored that according to the law, the doctor must acquit the patient or his guardian before the operation and obtain their consent. Now that we are talking about satisfaction and innocence, it is better to give explanations about these two categories so that the verdict of the issue can be considered clearer and better. Patient Satisfaction: The purpose of patient satisfaction here is the permission that the patient gives to the doctor for the treatment operation and before starting the treatment operation. Clause "c" of Article 158 of the Islamic Penal Code considers consent as one of the causes of the punishment. Clause c of this article states: "Any legitimate surgery or medical operation that is performed with the consent of the person or his parents or guardians or legal representatives and the observance of technical and scientific standards and government systems" is not punishable. Doctor's warranty conditions When it is determined during the medical operation that the doctor is Mohsen and therefore does not guarantee him; Another discussion that arises here is what other points and conditions must the physician observe in order not to be a guarantor? These conditions are as follows: Legitimacy or legality of the action The existence of this condition means that the surgery must be in accordance with the law and the holy law of Islam. It is the duty of the surgeon or physician to save the life of the patient, who according to medical principles treats the patient or his surgery, and the patient himself Provides the physician with free surgery. The physician must determine the legitimacy of his operation according to the religious and customary rules and according to the patient's condition and other circumstances. Therefore, if surgery such as abortion is illegitimate and illegal, despite the consent, the operation is still a crime and the perpetrator is subject to punishment (Mirhashemi, 1383: 10). Obtaining the consent of stakeholders This condition was also stated and it was said that the person undergoing surgery must express and express his consent or, as stated in the Islamic Penal Code (Article 495 of the Penal Code), parents or guardians or Their legal representatives consent to surgery or medical treatment. This consent must be in writing, but in urgent and urgent cases, written consent is not necessary and oral consent is sufficient. The law goes even further than this and does not consider it necessary to obtain consent in urgent cases. This is easy to justify and seems logical. Because in some cases, such as severe accidents, the patient is not able to react at all, and therefore cannot wait for his oral or written consent, or that there is no access to the persons specified by law. In cases where it is not urgent and obtaining consent is possible, in this case the consent must be before the operation or at the same time; Therefore, subsequent satisfaction does not make an difference in the case. In order for a consent to be valid, there must be conditions, including: 1- The patient must be qualified (mature and sane) when the patient personally consents to the treatment. 2. The patient or his guardian who expresses his consent must be fully informed about the disease and the type of surgery and anesthesia and the consequences of the surgery and its complications; That is, they should be aware of the consent they give and be informed. 3. The written consent should be explicit and should not contain complex medical issues and complex terms that are beyond the public understanding. 4. The consent must not be obtained by force or threat, and the consenting person must freely write and sign the consent (ibid. 10). Observance of technical and scientific standards and government systems The legislature has allowed surgical and medical operations to those who are scientifically qualified in this field. That is, a person must have a license from the medical system and then practice medicine and surgery, otherwise his action is considered a crime. Therefore, the meaning of technical and scientific standards means that the physician should provide the minimum information and information regarding the diagnosis of the disease by carefully examining the patient and using the necessary tests, and therefore observe the technical and scientific standards. Government systems also mean all medical laws and regulations, instructions of the Ministry of Health, Treatment and Medical Education, and directives of medical centers.

Therefore, if a physician acts contrary to the special system and instructions of medical centers and causes material damage or psychological and physical complications to the patient, he is guilty in this regard and in addition to compensating the material damage, he may even be convicted and The opinion of the medical system is also subject to disciplinary treatment (Abdollahi and Hosseini, 2016: 88).

The effect of permission and consent on the fall of the doctor's guarantee Regarding whether the patient's permission and consent will invalidate the doctor's guarantee or not? Here, as in the previous case, there are two views among the jurists, and each of them provides reasons to prove their claim. The opinions and reasons of the pros and cons of the doctor's guarantee are mentioned below: Reasons for agreeing to a doctor's guarantee if you have permission The reasons for agreeing to a doctor's guarantee are as follows: - The patient only allows treatment and not waste. This means that the mere fact that the patient has given permission for the treatment does not cause the guarantee to fall. In many cases, the legislator has ordered something, and yet there is an authorized guarantee. For example, a person who is in a difficult situation due to hunger and urgency, and in this case is authorized to seize another's property to meet his needs, but in the same case, the guarantee does not disappear from him (Ameli, 1410, J 10: 109). Some people, such as the owner of the jewel, believe that the patient's permission to the doctor is against the rule of wastage, as well as the narration of "Vala Yazhab Dam Amr Muslim Hadra" and is therefore against the Shari'a (Najafi, 1404, J 43: 45). - Another reason is that the arguments related to the guarantee are general and if we have doubts about the guarantee or lack of guarantee, the principle is based on the doctor's guarantee (Maraghi, 1417, J 2: 515). However, it should be said that those who do not accept the theory of physician guarantee guarantee the consensus of Imami jurists on a case where the patient or his guardian has given permission and believe that the consensus cited by them does not include where there is permission. Mohaghegh Ardabili considers this matter (that the principle is on the guarantee of a doctor and if there is permission is not a guarantor) to be the case of Imami jurists (Ardabili, 1403, vol. 14: 229-227). Critique of the reasons for agreeing to a doctor's guarantee if permission is available Those who are against the doctor's guarantee in this matter (patient's permission) also criticize the reasons for the guarantee and do not consider it sufficient, and rely on the following reasons to prove this claim: - Doctor Do not intend to waste. Because the doctor acts according to his knowledge and has not committed any mistake. The late Maraghi, based on the rule of action, acknowledges the lack of guarantee in this issue and says: The guarantee sentence has been imposed to respect the property and deeds of the Muslim man, and when a person gives permission, he himself revokes the respect for his property and gives a reason. There will be no guarantee (Maraghi, 1417, J 2: 514). - Some have also said through the analogy of priority that when the victim can give permission for the crime and the guarantee is revoked, in the first way in work such as medicine and treatment, when the patient gives permission to the doctor, the guarantee is revoked (Mohaqeq Hali, 1412, J3: 421). - It is also possible that the proponents of the guarantee in the issue considered the generality of the evidence of the guarantee. Because although the principle of compensation is a accepted principle and the principle is that the damage caused to others must be compensated; But the channel of this principle is that there is no other reason that presupposes innocence. Given the reasons given and the opposing opinion in the case, at least there is doubt in the realization of the guarantee and here the principle is innocence (Ibn Idris, 1410, J 3: 373). - In addition to these reasons, as we have said, medicine is considered an obligation of sufficiency and even in some circumstances it becomes an objective obligation. - The attached rule can also be considered as support for those who believe in this view. The accompanying rule says: Permission in the object Permission is in its accessories. Because physicians' practice is likely to be between either the patient being treated or the damage inflicted on them through this. When the patient gives permission for treatment, he also accepts its supplies. And we know that one of the tools of treatment is the entry of possible damages (Hakim, 1416, J 12: 89). Among these two promises, given the explanations given in the previous articles, as well as the sensitivity of the medical profession and that saving the patient's life is a priority; And the doctor also makes an effort to treat the patient, it seems that the recent promise (ie the promise not to guarantee the doctor if the patient has permission) is more justified than the other promise. Innocence and how to obtain it As we have said, one of the conditions required for the doctor not to prove the guarantee was that the patient had given permission and consent to the treatment. Another issue that arises here is whether, in addition to obtaining the patient's permission and consent, the acquittal should also be performed by a physician. And what should this education of innocence look like? In the Iranian penal system, in addition to consent, which is a condition of impropriety, innocence must also be obtained from the patient or his guardian. Innocence is the emptiness of a certain person's obligation. Whether the person's responsibility is busy or not. Innocence in medical operations means that the patient or his / her guardian acquits the physician of the consequences and possible risks before the treatment and the beginning of the treatment process. The issue of innocence must be precisely defined and the sick person or his guardian must know exactly what the risks are to the treatment and sign the acquittal with knowledge and awareness. The innocence that has been passed

from jurisprudence to the Islamic Penal Code is taken from the well-known view of the jurists. According to them, a competent doctor is always responsible for his actions, whether he commits a mistake during treatment or not. According to this view, the mere occurrence of damage as a result of a physician's act is sufficient for his responsibility and is the way to escape the punishment of acquittal (Rostami and Qaradaghi, 1394: 56). The provisions of Article 495 of the Islamic Penal Code are that the doctor will not be a guarantor if he acquits the patient. Of course, as stated in this article and in Note 1 below, innocence will be effective if the doctor is not at fault during the treatment. Innocence is also said to refer to the unintended harms of treatment or the mistakes that any physician with common caution may make in diagnosing and treating the disease. This solution is now accepted in the courts as well And education of innocence does not justify inaccuracy in treatment (Daraei, 2016: 63). Therefore, the damages caused by the doctor's fault cannot be ignored by acquitting him. Now the question that arises here is what is the use of acquitting the patient or his parents? Because the doctor is a guarantor if he is guilty, whether he has been acquitted or not, and vice versa, if he is not at fault, he is not a guarantor whether he has been acquitted or not. In answer to this question, it should be said that one of the benefits of acquittal is that if the doctor has not been acquitted, he can absolve himself of responsibility by proving his innocence; But in case of acquittal, it is the patient who must prove the doctor's guilt and in this case introduce him as responsible for compensating the damages (Safaei, 1391: 152). Acquisition of innocence is also effective in new treatments. For example, if a doctor wants to use a new treatment method for the first time, it is certain that he can get rid of the guarantee by obtaining innocence, but if he does not become innocent, he will be the guarantor in case of damage. Regarding how to obtain innocence and how innocence should be taken from the guarantee, it should also be said; Some scholars believe that acquittal can be done privately and under a contract, or in public, through the media and the installation of signs in the hospital so that the patient or his guardian is informed of its contents. His opinion is as follows: "The best way to solve the problem of doctors in terms of religious guarantee is to announce through mass media and other means of public announcement that doctors are doing their best to treat patients. Take. However, due to various aspects, including deficiencies in medical science and means of recognizing diseases, and differences in the physical and mental condition of patients and possible errors that lie in the nature of every human being, complications may occur, doctors are not responsible for it; And seeing a doctor means relieving this responsibility. Of course, in the face of the consequences of negligence and fault, their responsibility remains strong. This announcement may also be installed in the form of a sign in all offices and hospitals, so that it is understood to all clients and private innocence is taken in case of important surgeries "(Makarem, 1429: 169). This seems to be a good solution for how to obtain innocence. Also, due to the fact that some medical procedures are urgent and there is no opportunity to obtain innocence, but general and specific are not available, in these cases, the doctor is not a guarantor if the rules are observed (according to Note 2 of Article 495 and Article 497 BC.). The jurisprudential justification for acquiring innocence, followed by the lack of a doctor's guarantee, is also easy. Society needs doctors. And if the doctor knows that he will be responsible for the damage caused by treating the patient, he will not treat him (Shahid Thani, 1410 J 10: 109; Ameli, 1419, J 19: 449). So, if we guarantee the doctor despite acquitting the patient, the social system will be disrupted and no one will be willing to take up the medical profession. In addition to the provisions of the narration that was narrated from Amir al-Mu'minin (AS) (whoever practices medicine must obtain innocence from the patient's guardian, otherwise he is the guarantor). Provided, of course, that the perpetrator did not fail to do so. Commitment by or as a result of a physician's action Commitment is generally divided into two categories: commitment by means and commitment to results. This division is said to have been first used by the French jurist Lamouch. Of course, it has been said that in addition to this division, there is another category called "commitment to guarantee" (Mallory and Anis, quoted by Katozian, 2008, vol. 4: 151); However, this division has been criticized by some jurists (Shahidi, 2007: 212). Explain that in commitment, the obligee is obliged to provide the right to the best of his ability (Mortazavi, 1389: 169). Therefore, here the obligor is not required to achieve the result, but is required to provide the preconditions and means to achieve the result (Jafari Langroudi, 1386: 976; Ghahremani, 1384: 52). This explanation also defines the definition of commitment to the result. Commitment to a result is an obligation in which the obligee is required to place a certain result. So in commitment, the obligee makes his effort and does not necessarily need to achieve the result, but in the commitment to the result, the result must be achieved, and if the result is not achieved, it is assumed that the person has made a mistake; Unless it proves that this failure was the result of an unpredictable and inevitable accident. Regarding the above type of doctor's work, it should be said that in most of the legal systems of the world, the obligations of medical professions are considered as commitments by al-Qaeda, who use all their power and skills to achieve the desired result. They do, but they do not guarantee the achievement of the desired result (Al-Hayari, 1429: 41). The nature of the physician's obligation in Kamnala's law is also of the type of commitment by means. It is true that doctors and specialists must have a normal level of

skill and knowledge, but those who can not do miracles and do extraordinary things. Further details of this matter follow. Conclusion: One of the issues raised here is whether the physician's guarantee and liability is a coercive liability or a contractual guarantee. Some believe that a doctor's guarantee is a coercive guarantee. This group's reason is that what the doctor commits to is the treatment of the patient, and it depends on human life that it cannot be traded and can not be traded. In addition, the observance of medical principles and standards and the obligations and obligations of medical ethics are not included in the scope of contracts (Kazemi, 2009: 3). In front of this group onSome people believe that a doctor's guarantee is a contract, and there are two views on this. Some believe in commitment to the result and some believe in commitment to the means. Commitment to the result here means those commitments that oversee the performance of a particular task or result. Accordingly, because the physician is committed to the outcome, if the patient does not heal, it is assumed that the physician has made a mistake. That is, the failure to achieve a result here is a kind of symmetry to the fact that the doctor has violated the rules and principles of medicine. Shahid Thani believes that the doctor, even if he has enough knowledge and is careful and does his best and the patient has given permission; However, if the patient's soul or limb is damaged as a result of the treatment, in this case, the doctor is the guarantor of his own property (Dadmarzi, translated by Tahrir al-Rawdha, 472: 2, 1383). Contrary to those who believe in commitment by means, their view is that the physician is only committed to making every effort to ensure that the patient recovers. That is, death and life are all in the hands of God, and the doctor cannot guarantee that he will surely save the patient from death. Therefore, if the patient does not fully recover, the doctor is not responsible for this. Some jurists believe that a physician is not a guarantor if he has medical knowledge and skills and obtains the patient's consent. The reason for this is considered to be innocence (that is, the principle here is the lack of a doctor's guarantee). In addition, the physician, as stated above, is Mohsen in his work and by his treatment measures on the patient, he does good to him and the benefactor can not be held responsible. "We are the best of the best" and "is the reward of the best except the best." It will cause the doctor's guarantee to fall if it is not his fault, and if we believe in his guarantee, it will cause trouble, because the doctors will refuse treatment in this case. Therefore, according to two verses, Do not be a guarantor of the physician, nor the verse "Yaridullah bakm al-Elisar wa la yarid bakm al-Asr". Of course, this can also be present in other occupations. After summarizing the doctor's guarantee, the following results are obtained: - The medical profession is one of the occupations that is one of the obligations of adequacy and in necessary cases can even be considered as an objective obligation. - The doctor is not responsible for the guarantee if the patient or the patient's guardian receives permission and consent. - In addition to obtaining permission from the patient, it is better to obtain innocence from him or his guardian so that the doctor does not notice the guarantee. - In urgent and urgent cases, according to Article 497 of the Penal Code, you do not need to be acquitted. In any case, the doctor is obliged to follow and respect the medical rules. The physician's commitment appears to be a commitment to the device, not a commitment to the outcome. - If the doctor is guilty and proven by the patient, the doctor will be responsible. - The principle is that Mohsen is a doctor and his goal is to save the patient's life. Therefore, there is no guarantee for Mohsen. - If in any case the principle is to guarantee the doctor, the society will be in chaos and will cause difficulties for people, especially patients.

Conflict of interest: None
Financial support: None
Ethical statements: None

References

A) Books
1. The Holy Quran.
2. Ibn Idris, Muhammad ibn Ahmad (1410). Al-Sarair Al-Hawi, Volume 2, Qom, Qom Teachers Association, Islamic Publishing Institute.
3. Ibn Idris, Muhammad ibn Ahmad (1410). Al-Sarair Al-Hawi, Volume 3, Qom, Qom Teachers Association, Islamic Publishing Institute.
4. Ibn Braj of Tripoli, Judge Abdul Aziz (2003). Al-Mahdh, Volume 1, Qom, Islamic Publications Office affiliated with the Society of Teachers of the Seminary of Qom.
5. Ibn Rushd, Muhammad ibn Ahmad (Bita). The beginning of Mujtahid and the end of Muqtasad, Volume 2, Beirut, Dar al-Fikr.
6. Ibn Faris, Ahmad (1404). Dictionary of Languages, Volume 2, Qom, Qom Seminary Islamic Propaganda Office Publications.
7. Ardabili, Ahmad ibn Muhammad (1403). Al-Faida and Al-Burhan Association in the Explanation of Guidance of Minds, Volume 14, Qom, Islamic Publications Office affiliated with the Society of Teachers of the Seminary of Qom.
8. Ardabili, Mohammad Ali (1389), General Criminal Law. Volume 1, 24th Edition, Tehran: Mizan Publications.
9. Emami, Hassan (1989). Civil Law, Volume 1, Tehran, Islamic Bookstore.
10. Ansari, Sheikh Morteza (1415). Makaseb, Volume 2, Qom, World Congress in Honor of Sheikh Azam Ansari.
11. Aghaei, Bahman (1382). Legal Culture, Tehran, Ahmadi Press.
12. Azarnoosh, Azartash (1383). Contemporary Arabic-Persian Culture, Tehran, Ney Publishing.
13. Badini, Hassan (1384). Philosophy of Civil Liability, First Edition, Tehran: Anteshar Co.
14. Brown, Edward (1371). History of Islamic Medicine, translated by Massoud Rajabunia, fifth edition, Bija.
15. Plummer, Urara (1387). Law and Ethics in Medical Research, Tehran, Sina Cultural-Legal Institute, Legal Publications.
16. Tabrizi, Javad (1395 AH). Irshad al-Talib in the explanation of achievements, Volume 3, Qom, Dar al-Sadiqah al-Shahid.
17. Jafari Langroudi, Mohammad Jafar (1381). Extensive in Legal Terminology, Tehran, Ganj-e-Danesh.
18. 1384) ————). Legal Terminology, Tehran, Ganj-e-Danesh Press.
19. Al-Johari, Ismail Ibn Hammad (1974). Al-Sahah Taj Al-Lugha and Sahah Al-Arabiya, Volume 5, Beirut, Dar Al-Hadhara Al-Arabiya.

20. Hairi, Mehdi (1424). Velayat-e-Amr in the Age of the Unseen, Volume 1, Second Edition, Qom, Islamic Thought Association.
21. Har'amli, Muhammad ibn Hassan (1409). Shiite means in expressing the rules of Sharia, Volume 29, Qom, Al-Bayt Institute, peace be upon them.
22. Hosseini Nejad, Hossein Ali (1377). Civil Liability, First Edition, Tehran, Fajr Scientific and Cultural Association.
23. Hakim, Seyed Mohsen Tabatabai (1416). Mustamask Arwa Al-Wathqi, Volume 12, Qom, Institute for Interpretation.
24. Hali (Allama), Hassan Ibn Yusuf (1420). Writing the Shari'a rules on the Imamiyya religion, Volume 2, Qom, Imam Sadegh (as) Institute.
25. Hali, Ja'far ibn Hasan (1408). Islamic Sharia in Halal and Haram Issues, Volume 2, Qom, Ismaili Institute.
26. Khavari, Yaqub et al. (2005). Detailed Dictionary of Criminal Jurisprudence, Mashhad, Razavi University of Islamic Sciences.
27. Khansari, Seyyed Jamal al-Din Muhammad (1412). Sharh Gharr al-Hakam and Dar al-Kalam, Volume 1, First Edition, Qom, Momenin Publications.
28. Khoei, Seyyed Abolghasem (1412). Minhaj Al-Saleheen, Volume 2, Beirut, Dar al-Hadi.
29. Dadmarzi, Seyed Mehdi (1383). Translation of Tahrir al-Rawdha (argumentative jurisprudence), Volume 2, Taha Book.
30. Groom, Seyed Mostafa Mohaghegh (1389). Medical jurisprudence, Tehran, Sina Institute of Medical Law, Iranian Medical Law Scientific Association, Research Center for Ethics and Medical Law.
31. Dehkhoda, Ali Akbar (1339). Dehkhoda Dictionary, Volume 42, Tehran, University of Tehran Press.
32. Ragheb Isfahani, Hussein Ibn Mohammad (1412). Glossary of Quranic words, Lebanon-Syria, Dar al-Alam-Dar al-Shamiya.
33. Rasaeinia, Nasser (1376). Civil Law 3, Tehran, Avara Noor Publications.
34. Rah Peyk, Hassan (1388). Civil Liability Law and Compensation, Tehran, Khorsandi Publications.
35. Zali, Mohammad Reza (1387). New principles of physician-patient relationship, Tehran, Sina Cultural-Legal Institute.
36. Zahili, Wahba (1409). Islamic jurisprudence and evidence, Volume 5, third edition, Damascus, Dar al-Fikr.
37. Zaman Daryabari, Seyed Mohammad (1394). Pillars of medical responsibility.
38. Zanjani, Amid (1382). Causes of guarantee, Tehran, Mizan Publishing.
39. Jordan, Patrice (1386). Analysis of Judicial Procedure in the Field of Civil Liability, Translator: Majid Adib, Tehran, Mizan Publishing.
40. Al-Sunuri, Abdul Razzaq (1384). Obligation Law Course, Translators: Dadmarzi Mehdi and Danesh Kia Mohammad Hossein, Qom, Qom University Press.
41. Sibriel, Algood (1356). Medical History of Iran and the Lands of the Eastern Caliphate, translated by Baqer Forghani, Tehran, Amirkabir Publications.
42. Sayyid Murtadha, Ali ibn al-Husayn (1412). Al-Intisar, Beirut Dar Al-Azwa.
43. Sistani, Seyyed Ali Hosseini (1417). Minhaj Al-Saleheen, Volume 2, Qom, Office of Ayatollah Sistani.
44. Safaei, Seyed Hassan and Rahimi, Habibaullah (1389). Civil Liability (Non-Contractual Requirements), Tehran, Samat Publications.
45. Taheri, Habibullah (1375). Civil Law, Volume 3, Publishing House Press.
46. Tusi, Muhammad ibn Hassan (1387).
47. Ameli (Shahid Thani), Zayn al-Din bin Ali (1410).
48. Ameli (Shahid Thani), Zayn al-Din bin Ali (1416). Problems of understanding to refine the laws of Islam, Volume 6, Qom, Islamic Knowledge Institute.
49. Ameli, Seyed Javad (1419). Muftah al-Karama fi Sharh Qawa'd al-Allameh, Volume 19, Beirut-Lebanon, Islamic Publications Office.
50. Abbasi, Mahmoud (1389). Medical Responsibility, Volume 2, Sina Institute of Medical Law, Iranian Scientific Association of Medical Law, Research Center for Ethics and Medical Law, Tehran, Legal Publications.
51. 1376) ———). Collection of articles on medical law, Tehran, Hayan Cultural Publishing Institute.
52. Amid, Hassan (1374). Farhang-e Farsi, Fourth Edition, Volume 2, Amirkabir Publishing Institute.
53. Fabsta, Janine (1377). Nurses' rights and responsibilities, translators: Mahmoud Abbasi and Mahin Abbasi, Tabib Publishing.
54. Qasemzadeh, Morteza (1378). Principles of Civil Liability, Tehran, Publication of Justice.
55. Islamic Penal Code 1392.
56. French Penal Code.
57. Civil Code.
58. Qashiri Neyshabouri, Muslim Ibn Hajja A (1404 AH): Darahiya Al-Arab Heritage Beirut.
59. Katourian, Nasser (1379). General Theory of Obligations, Tehran, Publication of Justice.
60. 1371) ———). Civil Law of Certain Contracts, Volume 1, Bija, Anteshar Co.
61. 1378) ———). Introductory course in civil law (courses in jurisprudence, inheritance, will), Tehran, published by Dadgostar.
62. 1390) ———). Civil Liability (General Rules), Tehran, Institute of Publishing and Printing, University of Tehran.
63. Karaki, Ali ibn al-Hussein (1411). Comprehensive intentions in explaining the rules, Volume 11, Qom, Al-Bait Foundation for the Revival of Heritage.
64. Goodarzi, Faramarz (1377). Forensic Medicine, Volume 1, First Edition, Tehran, Einstein Publications.
65. Golduzian, Iraj (2010), The Requirements of Public Criminal Law, Eleventh Edition, Tehran: Nashr-e Mizan.
66. Larijani, Baqer (1383). Physician and Ethical Considerations, Volume I, Review of the Principles of Medical Ethics, First Edition, Tehran, Publications for Tomorrow.
67. Article 1 of the Penal Code, Refusal to Assist the Injured and Eliminate Life Dangers, approved in 1975.
68. Mahwan, Ahmad (1373). Medical Ethics in Historical Periods, Collection of Medical Ethics Articles, Volume 1, Generalities of Medical Ethics, Tehran, Medical Ethics Studies and Research Center.
69. Moharrari, Mohammad Reza (1370). History and generalities of medical ethics, collection of articles by experts on medical ethics, Tehran, Sepehr Press.
70. Mohaghegh Damad, Seyed Mostafa (1383). Rules of Civil Jurisprudence, Property and Responsibility, Islamic Sciences Publishing Center.
71. 1389) ,———). Medical jurisprudence, legal publications.
72. _____ (2000), Rules of Jurisprudence (Civil Section), Tehran: Islamic Sciences Publishing Center.
73. Mohammadi Eshtehardi, Mohammad (1387). A look at the life of the Prophet of Islam (PBUH), first edition, Motahar Publishing.
74. Maraghi, Sayyid Mir Abd al-Fattah (1417). Al-Anawin Al-Fiqhiya, Volume 2, Qom, Islamic Publications Office affiliated with the Society of Teachers of the Seminary of Qom. 75. Muruj, Hussein (1379). Terms of jurists, Qom, Islamic Publications Office.
76. Moin, Mohammad (1371). Moin Persian Culture, Volume 1, Tehran, Amir Kabir Publications.
77. Makarem Shirazi, Nasser (1429). Medical rules, Qom, Imam Ali Ibn Abi Talib School Publications.
78. Montazeri, Hossein Ali (1377). Explanation of Issues, Volume 1, Qom, Tafkar Publishing.
79. Mousavi Bojnord, Seyed Mohammad, (2000), Rules of Jurisprudence, Tehran: Orouj Publishing Institute.
80. Mousavi Khomeini, Seyyed Ruhollah (unpublished). Tahrir al-Waseela, Volume 2, Qom, Dar al-Alam Press Institute.
81. Mehrpour, Hossein (1374). Civil textbook 5, undergraduate course, published by Shahid Beheshti Law School.
82. Najafi, Sheikh Muhammad Hassan (1404). The Jewel of Theology in the Explanation of Islamic Law, Volume 26, Beirut-Lebanon, Dar Al-Ihyaa Al-Tarath Al-Arabi.
83. 1404) ———). The Jewel of Theology in the Explanation of Islamic Law, Volume 27, Beirut-Lebanon, Dar Al-Ihyaa Al-Tarath Al-Arabi.

84. 1404) ———). The Jewel of Theology in the Explanation of Islamic Law, Volume 29, Beirut-Lebanon, Dar Al-Ihyaa Al-Tarath Al-Arabi.
85. 1404) ———). The Jewel of Theology in the Explanation of Islamic Law, Volume 43, Beirut-Lebanon, Dar Al-Ihyaa Al-Tarath Al-Arabi.
86. Najmabadi, Mahmoud (1366). History of Medicine in Iran, Volume 1, Tehran, University of Tehran Press.
87. Noghani, Fatemeh and Sardari, Parvaneh (1376). Ethics, Laws and Regulations in Preschool, Qom, Morteza Publishing.
88. Van Norman, Guillaume (1394). Excerpts from Clinical Ethics in Anesthesia, translated by Afshin Farhanchi, Hamadan, Hamadan University of Medical Sciences and Health Services.