



Qualifications of Legal Representation of the Judiciary

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Abstract

The contract of a lawyer is an agreement and, as a civil law contract, can be necessary or permissible, and the mere necessity or license cannot be the elements of the nature of the contract. With the unity of permission or necessity in both contracts, it cannot be said that their nature is one, But the necessity and permission are based on the social expediency that the agreement is permissible or necessary, the contract of the lawyer's office, in the same way as the civil and traditional lawyers, also has fundamental differences with it, and the attorney of the judiciary has the same independence in performing the lawyer's job in terms of the specialty of the profession and is, according to his own discretion, the client's representative. Perhaps despite the observance of the laws and regulations of the profession of lawyer and damage, taking into account the interests of the client in accordance with the law, he/she does not understand the responsibility for the lawyer of the judiciary, and in this case, the office of the judiciary, in close proximity to some contracts, including contracts for the leasing of persons, contracts, and operating expenses, are of a separate nature and can have independent conditions and effects according to Article 10 of the Criminal Code.

Key words: lawyer, representative, legal counsel, lawyer, lawyer



Introduction

The definition of the lawyer's office in Iran's civil code is not considered to be the case, and apparently, the lawyer considers the law as a civil or traditional entity. However, in civil law contracts, a person in his/her social relationships can achieve a number of goals through this contract.

The purpose and motive of the client or lawyer varies according to the circumstances, and the client can, in terms of circumstances, be able to serve the lawyer, who can provide the services of a general, empirical or specialized lawyer, and, on the other hand, take advantage of his/her opportunities at the best possible cost.

However, at the same time, these services, in terms of specialty, as a particular profession, such as the legal profession, and the impossibility of supervising or controlling it, can be different from other cases of lawyer, and because of the difference in nature, it is also inevitably different from civil contracts in terms of works and judgments.

With the increasing growth of this contract in society due to social relationships and the expansion of urbanization and the pursuit of different legal acts, and following these financial and non-financial differences, and the need for legal expertise, a lawyer, in this definition, will have problems regarding the relationship between the parties to the lawyer's office as a lawyer and a clerk with a civil or traditional lawyer in accordance with the works and rules of the contract.

And on this basis, the question arises as to whether the nature and characteristics of a lawyer's office are the same as civil or traditional lawyers? And are they different from each other in the discussion of works and judgments?

Concerning the issue and comparing the contract of the lawyer's office with the traditional contracts and other contracts, there is no detailed examination, however, regarding the limits and powers of the attorney and the consistency of this contract with other contracts (Kashani, 2009, p. 202).

In addition, no research has been carried out on the nature of the effects of these contracts in relation to the contracts of lawyers and other contracts. The originality of this research is the independence of the lawyer with observing the laws and regulations of the judiciary, with the name of the representative, which has special writings and rulings itself.

Of course, the independence of the Attorney of Justice has been advocated by the angle of traditional lawyers in other legal systems (Jarsim, 2007). Firstly, in this research, we discuss the issue of traditional jurisdiction and compare it with the lawyer's office with other contracts in order to answer the main question of the research about the nature of the lawyer's contract. By comparing civil contracts, we discuss it with descriptive and analytical method.

- Covenant and admission of attorney:

Referring to the Law of Attorney, the definition of the lawyer's office is not referred to its nature, and it refers to other laws, including civil law. Regarding the lawyers of Article 656; "the lawyer is an agreement by which one of the parties, for the sake of doing that, is his/her other party's client. "In addition to legal affairs, lawyers also have material affairs, since they are not merely a legal affirmation and expressed in general terms.

Most of the authors consider law as admittance contracts and they consider the effect of lawyers as permission and admission and, if the need arises, they will accept the contract and, of course, the inner satisfaction should be determined by outer means. Because it does not express an



esoteric satisfaction as having no intention and what it implies cannot be accepted (Imami, 2008, p. 294).

However, in this theory, it is intrinsically satisfactory to accept the lawyer and to make it happen. It is as if someone tells another that I turned you as a lawyer to sell my house and that person sells that house correctly, although the attorney is unaware of representing the agency. The permit in the word means permission and leave, and the permission contract is a contract of admission, the main effect of which is the granting of permission and discretion to the opposite party. Of course, it is believed that only does the permission of the permission of the author indicate the creation of an authorization, because it is like a kind of requirement that if it is accepted, its ultimate effect will be given by the permit (Shahbazi, 2014, p. 15).

The other point is that the combination of a lawyer's contract with an aggregate of a contract and a lawyer, and the basis of this theory is Article 681, which states: "After the attorney resigns in case it is apparent that the client remains with his permission, He/She can refer to what he/she is authorized to do ", in contrast to articles 656 and 657, referring to legal representation, As a result of the formation of this legal act, there is a need to accept a lawyer, but while there is a common law permit the source of which is the will of the client, which does not require the solicitor to fulfill this claim, and is required in order to comply with that lawyer only by the will of the petitioner and, of course, the formation of a contract in the form of an authorization; and as a result, the lawyer is an admission contract which is accompanied by the authorization (Langrudi, 2001, p. 131).

It is concluded that in the event of the resignation of a lawyer, it prevents the confusion of the structure of the claimant due to the existence of a permit in the name of the law. If the permission is resumed, the attorney can again act in what is lawful and requires no further permission.

According to Articles 666 and 674, some writers consider the law as part of the covenant, since the covenant is an agreement that merely entails the obligation of a legal obligation, and the outcome and effect of the covenant is a commitment (Shahidi ,2007, p. 42).

Of course, some attorneys ,at first, have considered an agreement of admission and, according to their outcome, consider the covenant agreement with this interpretation that the result of the conclusion of a lawyer is the issuance of an authorization and the acceptance by the attorney of the various qualities of practice and behavior. The lawyer is committed to doing it and, the result is valid until the source and source of consent is satisfied. Acts imposed on the claimant by the lawyer for whom the client undertakes to accept the effects of these acts Also, attorney and the client undertake to accept the lawyer's commitment to third parties, and this obligation is not an effect of the contract, but it is the effect of the execution of the permit (Katoozian, 2015, p. 111).

By summing up the views and adapting with the lawyer's office of law, we consider the origin of it as civil or traditional law;however,one can say: firstly, the perception of a lawyer's office based on the permission and permission of the prosecutor is contrary to the conditions of its conclusion and the possibility of implementation of this agreement with the spirit of the law of civil procedural law. Secondly, the permission is not admitted to divorce even in recourse to civil law. In the contract of the jurisdiction of the judiciary, this contract is not considered as a marginal and imaginative admission according to its terms of concluding and customary nature.



Thirdly, the citing of the adherents of the admission of the marriage contract is Article 681 of the Criminal Code, which, does not appear to have any relevance to the judiciary according to the lawyer; because, the re-entry of the lawyer as a lawyer requires the conclusion of a new contract and is subjected to the payment of costs related to the proclamation of the lawyer upon the resignation of the lawyer from his / her position and declaration to the court, and the realization of the new lawyer's contract requires the need for reprimand by expressing it in writing and in special forms.

Therefore, in view of the customary nature of the lawyer's contract and the conditions stipulated in the Code of Civil Procedure and the existence of certain legal formalities in concluding it, all indications are the covenant of the lawyer's office of the judiciary, which after contracted, all the necessity and acceptance of the contract and its obligations are necessary. As a result, with the announcement of each lawyer and client that it is dissolved, the lawyer's office, albeit with exceptional exceptions, is dissolved and eliminated.

-The license and the need for a lawyer:

In the division of the law, the purpose of the permit and the necessity is the impossibility of termination of the agreement and the contract without the prior or later abandonment of the parties. Accordingly, the necessary contract is an agreement that neither of the parties can do without the agreement and neither side would crush it in accordance with the definition of Article 185 of the Civil Code .Article 186 says: "A permit contract is an agreement in which each of the parties, even without agreement with the other party, can overcome it", and the result and effects of the agreement are permitted in 954 AD, which stipulates that a contract agreement with death or the stones of each side are destroyed; but the contract is not affected by the death or the stones of the two sides after termination.

However, the reason for the permissibility of a lawyer depends on the nature of the contract, which is regarded as an agreement of admission, and the source of the power of attorney is also the birth of the will as a result of the permission and authorization. In other words, the permit is gradual and continuous. It is the source of that will, and as long as the wills are based on the validity of the permit, there remains a lawyer and in the lawyer, there is always a relationship that, the contract is terminated with the elimination of each of these wills.

With this interpretation, it can be said that the contracts of admission are mostly permissible and can be terminated, and secondly, all contracts of admission are eliminated due to the death or insanity of each of the parties (Shahbazi, ibid., P. 74).

In the case of the basis for the license of the lawyer's office, according to the requirements of the profession, necessary expertise and impossibility of full supervision of the client on the actions of lawyers contrary to civil law are required to enforce in some countries and with its previous history of implementation in our law and its re-implementation, it is presently because of impossibility of supervising due to professional conditions which are related to the office of the judiciary.

In this regard, the basis for the establishment of the office of the judiciary is trust and reliance on the personality of the parties, including the lawyer. In case of knowledge of the inability of the lawyer or insolvency in the performance of the affairs of the lawyer, the contract of the lawyer's office will certainly not be concluded. The late Katoozian's belief in the trust and reliance on the personality of the parties in the assignment of the lawyer is the basis for its formation (Katoozian, ibid., P. 114).



This will be highlighted in the lawyer's office of the judiciary, and this will allow the legalization of a lawyer to break it from the parties. As a result, the contract is a permissible contract, which necessarily requires the will of the parties (Shahidi, ibid., P. 63)

Other issues regarding the permit and the necessity of contracts are the principle of the necessity of contracts, and it is commonplace among writers that the conclusion of a contract is an exceptional exception requiring it to be specified by the legislature (Safa'i, 2003, p. 22). In this case, in case of doubt the necessity or permit should be ordered. Langrouri considers that Article 219 of the Criminal Code does not state the necessity of a contract, but this article is from Article 1134 of the Criminal Code of France, which states: "An agreement that is lawful is for law-abiding and subordinate lawyers to be in the law and is required by law, unless it is terminated by the consent of the parties or by reason of law."

And the reference to the wording of the contract that is famous in jurisprudence is different from the French Civil Code, and this law includes the necessary, permissible, and both contracts, and therefore the defendants in this article consider the dismissal of the lawyer as terminated, and considers it as examples of Article 1134 of the Criminal Code of France, and intends to make the necessary conditions, other than the cases of termination and enforcement of the obligations arising from the contract, whether necessary and permissible (Jafari & Langrouri, pp. 142 143).

Now, with the acceptance of the license of the office of the judiciary based on the permission of the permission of the permission, based on the personality and trust in the parties, the condition for not dismissing it in reference to civil law is permitted in Article 679. But in fact, the source and grounds for establishing a lawyer's office are to trust the specialist's expertise and to do the things they are looking for.

In other words, the intention and the will of the client from the conclusion of this contract is to trust the specialty of the lawyer, and the lawyer's commitment is based on the same intention, and what is given in the contract of the lawyer's office is not for the sole purpose of the profession, and in the absence of it or defect in the conduct of the lawyer, it disturbs the trust of the lawyer.

Q: Is the condition for not dismissing a lawyer incompatible with the requirements of the contract?. Ansari, on condition of such comment, considers "the discovery of contradictions is presumed in two ways: 1. In the first case, the void of the condition of the contract is clear; 2. In the unusual view, the contradictions between them are clear. In the first case, the void of the condition is not due to the incompatibility of the contract, but because of the fact that the concept of the contract is not possible"(Ansari, quoted by Fakhar Tusi, 2000, p. 8, p. 78).

The main evidence that the lawyer is not obliged to oppose or not is necessary in order to obtain the necessary contract. There is a controversy in examining whether a license is an integral part of a lawyer's contract or of a lawyer's order, which, as a result, makes some licenses subject to necessity and certain requirements, and some to the rulings. As previously stated, if the permissibility of the lawyer is based on trust and reliance on the personality of the opposing parties, it should principally also be eliminated by the will of the parties (Katoozian, 2015, p. 4, p. 197).

If we consider the license to be the lawyer's and regard it as an admission, then all contracts of admission are considered permissible and the permit is generally and gradually created in the context of time and through the will. This will in the contract is permanent and continuous, and



therefore the condition of non-repatriation is contrary to the law of the contract. Therefore, the condition for not being removed is not valid (Shahbazi, 2015, p. 85).

Of course, there are other interpretations regarding the validity of the condition of not dismissing or modifying it in a lawyer's contract, including the effects of concluding a lawyer or non-waiving of the necessary contractual obligations to make a commitment not to use the right to dismiss, and this obligation is also exemplified by the condition of the verb Positive and Negative) and it is possible to violate it.

Therefore, if the client deletes the lawyer, the will is effective and disrupts the solicitor's duty. However, because the condition of the contract is violated, his party can also overcome the original contract, and in fact the condition of the lawyer to eliminate the right to dismiss the client, he/she undertakes that he/she will not use this right, so if he/she agrees with his actions, the other party will be allowed to conclude the agreement (Najafi, 1987, p. 166).

Therefore, it is necessary and permissible to have two special legal statuses that cannot be changed by the will of the parties, and, of course, the condition of the lawyer does not require any necessary concession or any other permission. Only does the contract from the conditional condition against the other cannot make dissolve (Shahidi, Ibid, p. 15, p. 42). Some others consider it to be detailed and state that if the condition in a lawyer agreement means that the lawyer remains in his/her position in the event of disagreement and disregard, this condition will be contrary to the contract of falsehood and dissolves the contract (Mostafavi , 2005, 17: 2122).

However, some others consider the license as a lawyer and they consider it necessary to apply the contract, and so the lawyer's right or not to be dismissed can be arranged, and if the parties want to have a lawyer for after their death and insanity ,it can be said that their agreement is acceptable in the form of wills and wilayat (Imami & Bita, C 2: 232).

But, according to Sheikh Ansari's theory, the permission and necessity are not inherent in the contract, but they are continuously contracted and, therefore, are based on the religious laws that are linked to the contract. Therefore, the assumption of the necessity of a contract of sale is understood by the ruling of the court and the contracts are not necessary and not permissible on their own, and on this basis, the necessity and permission are not inherent in the contract. However, according to Shahidi, the rules are inherent and part of the rules, and there is no right to void or assign it (Shahidi, 2007: 98).

Now with the discussion of the lawyer's contract, the views and the different opinions, the condition for the removal or refusal of the right to conclude the necessary contract based on the essence of the contract or its use, as well as the verdict or the right of the lawyer, the law office for its specific circumstances and the relationship which is very close to the law office of the judiciary and the lawyer(as referred to in Article 656 of the Criminal Code) refers to the counsel of the lawyer, which is more manifest in the lawyer's office, and in the customary sense, due to the lack of proper control of the client, The lawyer in this legal profession, which is considered by the client and the condition of the impossibility of disposing of the lawyer with this main objective of the lawyer's office, is contradicted.

Therefore, it seems that the basis of the formation of this contract is the reliance on the professional personality of the lawyer and the trust that it is transferred on this basis and the condition that the prosecutor should not be dismissed on the basis of this contract in terms of the customary nature of this Contract .In other words, they are part of the essence of the



contract. Accordingly, reference is made to the possibility of not being dismissed from the office of the judiciary in none of the rules of the law office of the judiciary and the civil procedure, and, of course, its condition with the intention of the initial intention contradicts the formation of a lawyer's office that specializes in this particular profession.

Because the reason for the establishment of a contract, trust in the expertise of a lawyer and, certainly the condition for not dismissing it for any quality, is clearly in conflict with the client's intention, and ,thus, the question is how may one person act in the name of the intended conduct while he/she is not satisfied .This is in conflict with the freedom and civil rights of the client who has the right to make decisions and eliminates the basis of the will and freedom of the client.

Consequently, the condition for not dismissing the lawyer is in conflict with the original intention of the client and, of course, it is social expediency that determines the essence of a contract on the permission and the necessity of it, as well as the possibility of not waiving or impossibility of the condition of dismissal, And as mentioned above, regarding the contract of a lawyer's office, therefore, the social expediency and the nature of the abandonment of this contract, considering its professional characteristics, makes it unlikely that the condition of non-removal is met.

-Free and legal representation of the judiciary:

In the case of contract with a lawyer, there is a dispute over whether or not the contract exists. Accordingly, the legal contract is a contract that one person pledges or pays to the other party, and, in return, pays a financial gain or pledges an interest to the other. But an unconfirmed contract also referred to as a free contract is an agreement that gives financial or accepts an obligation without change and without obligation to the other party.

Of course, there are other definitions of what is meant by a narrow and unconfirmed contract, but the fact that a contract is a free refers to one of the authors who states that, in accordance with Article 659 of the Criminal Code, the lawyer may be free or inferior, and the client will take the lawyer to take charge and the lawyer will admit it. There is no specific commitment to a client here. In other words, this is only a mutually agreed commitment, but the same commitment also has implications for the parties (Kheradmandi, 2003: 265, 266).

By comparing a lawyer's contract with a civil or traditional lawyer, is it possible to point out that the lawyer's contract is free of charge?

In free-of-charge contract, the personality essentially is the main reason for the formation of a contract, because when someone gives financially to another and does not demand anything, the personality of the party is emotionally or spiritually raised to him/her; however, it does not matter in a contract of a free contract.

In the law office of the judiciary, it cannot be said that the contract is free or not for two reasons, firstly, in the contract of the law office of the judiciary, in principle, for the profession and the employment of a lawyer, in any case, it is impossible to imagine a free employment of a lawyer. The intention of both parties is to obtain a change in the contract of a lawyer's office, and even if the two parties do not agree on the amount of the royalties, according to the legal tariff of the royal law, the lawyer is entitled to reciprocate.

Secondly, even in the case of non-disclosure of the royalties, the lawyer should apply to pay the legal rights to the lawyer in accordance with the law. Here, it seems that the contract of the



lawyer's office is certainly not free. However, the lack of receiving a royalty cannot be regarded as an exemption as it may be, such as compromise, etc, in the form of another legal entity.

- Attorney's office based on the nature of the contractor or the title of the rental service:

In the contract for the profession of the judiciary for the specific profession and its conclusion on the basis of specialty, it is argued that the attorney is independent in the performance of lawyers, or should he be charged with the execution of orders of the clerk? It is not in this discussion that civic reinstatement should be performed by a lawyer on behalf of a clerk, and in the event of a violation of this, compensation for damages and the consequences of it is raised, and the reason for this is due to the observance and the right to supervise a lawyer. Accordingly, if the lawyer does not follow the instructions of the client, he/she is responsible for performing the commands for the purpose of the compliance relationship.

However, in the law office of the judiciary, there is a category distinct from civil law, since the basis for the formation of this contract is mainly due to the impossibility of supervising the work of the lawyer thanks to the specialty in this regard. In such a way that a lawyer has the right to independently carry out legal affairs in the interests of the client and in accordance with the laws, according to his/her oath and commitment to the profession, it is possible that, in order to enforce this, the possibility of imposing instructions cannot be provided, and by concentrating on this matter, this agreement and accepting the assumption that the agreement is consistent with the other related contracts as an independent contracting party,

The article 656 of the Criminal Code, refers to the material matter without reference to legal basis, however, it is conceived of the fact that it is done to the will and created the effects that the situation that changes the legal status of the client. In other words, the representation is related to the legal act (Katoozian, 1999, p. 57).

However, it is possible to divide the representatives according to the type of client's supervision of the representative, in which case, if the client has the right to supervise certain aspects, this representative is seen as a servant and the client as an employer, but if the client does not have the right to control the factual aspects of the actions of the representative (attorney), it can be considered as an independent contract commitment.

However, if the client is not able to supervise the factual aspects of the authorized party (attorney), the attorney is an independent contractor with a client representative, in the contract of the law office of the judiciary, the lawyers are not able to supervise in the objective aspects of the lawyer, but the lawyer is allowed to act for them (Jarsim, 2007, No. 86).

According to the agreement and contract between the client and the lawyer on the lawyer's office, it may be noted that different types of agreements have been agreed upon, which may not be included in the form of a lawyer's legal representation according to the manner and manner in which the legal services are performed. At the same time, a lawyer is considered to be the legal service provider of the contract. According to the type and amount of legal services provided by a lawyer, it can be assumed in the nature of the lease or other contracts.

- Lawyer as legal advisor:

In this sense, the attorney of the court is presented as a legal service provider, and it seems unlikely that a lawyer will think and act as a legal act. Thus, the form of contracting a lawyer to explain the legal dimensions of the relationship of the lawyer with the clients to the office of lawyers will not be enough and according to the type of service and agreement with the other party, different contracts are manifested in separate entities.



When legal and technical knowledge is being bought and sold, the concept of a lawyer has no particular place, the issue of service lease is raised and in this context, although this is not mentioned in our legal texts, but in civil law According to jurisprudence, renting of services is considered as persons leasing.

In contrast to the conclusion of a lawyer's contract with a rental contract and despite the existence of similarities, there are also differentiated funds, and on the basis of this, the two are either differentiated or considered, and, consequently, an obligatory contract is necessary, albeit both share in law (lawyer) and in the employer's order and in profit in the light of the fact that the lawyers are in a reliance on the permission and usefulness of the grant and the delegation is free and the contract is permissible and free of charge and the lease of persons with a commitment to work against certain wages (Katoozian, 1988: 313).

In the comparison, the main difference is that in a lawyer whose purpose is to perform legal acts and in a lease contract in which it is practicable to perform material acts, while providing legal advice without legal action and merely transferring knowledge and legal information cannot be regarded as legal action, and therefore, it seems unlikely that it would seem in the nature of a lawyer's legal representation.

The contract, the result of which was the transfer of knowledge and the product of thought, is whether the lease contract is doubtful or not; however, since the context and the emergence of these legal institutions and the new laws related to it are the same as rental provisions are subject to rental services with slight differences.

Of course, considering the issue of renting individuals and dividing it into a general and specific in jurisprudence points to the differences between the two, including the hire man who referred to someone who took charge of the wage without providing the benefit .In the meantime, it brings with it its freedom and can take on various tasks and commit itself to the service (Shahid Sani, 4: 141 AH).

Now offering legal services to a particular subject in the form of a consultation contract without a specific legal act by a lawyer and merely by providing his/her technical information that he/she serves, can be considered comparable to the general (Gahremani, 2005: p. 101).

With this assumption, it can be acknowledged that the provision of legal counsel to legal or real individuals can be considered as renting services or renting individuals. Although in civil law there is no distinction between the provision of intellectual products and special skills in various disciplines with material acts. There is, moreover, a tendency to refer to these acts for the lease of individuals. The physician pointed out to the patient that his/her service was a mixture of material acts and medical knowledge and skills that it would seem unlikely in the form of a lawyer's appointment with the assumption of discipline. However, by matching the two titles of the lease of individuals, it could be defended.

- Law as a specific legal service:

In this case, a lawyer may occasionally attend a hearing by a lawyer, or a specific action, such as arranging a bill of rights and presenting it to the court by concluding a lawyer's contract. Since he/she enters into a contract, performing a legal act is the criterion of practice and performing material acts is a contract relating to the lease of individuals; however, in the abovementioned case, it is only necessary to participate in a hearing by regulating a legal bill without any particular legal act, whether it is considered as a legal representation of the judiciary or not.



The lawyer has the appearance of a contracting contract. In our law, the separation between the contracts for the lease of persons by the lawyer refers to the type of practice, whether it is material or legal, and, of course, the contracting contract is also considered to be material action. Therefore, the main difference between these contracts is by way of legal representation in the performance of legal action, which is foreseen in the lawyer's contract, but of course if we imagine doing legal action in the special sense of the lawyer's office. At the same time, with the assumption of the existence of a legal act in the lawyer's office, this representative office in principle includes all the actions prescribed in the procedure since the notification of the petition or complaint until the notification of the application, in which case it can be claimed that the lawyer's office along with legal action have been taken .

Comparing the lease of persons with a lawyer's office in a meeting, while having its own similarity, in the case of a solicitor ,for example, who is carrying out a physical act of attending a court hearing or filing a petition and submitting it to the court is similar to the rental agreement, but in terms of the lawyer's compliance with the contract, a person can be raised as one of the means of differentiation so that, at the same time, a state of independence for a particular profession is carried out by the lawyer in the contract of legal representation, even in the form of a meeting or the settlement of a legal appeal .And because of the lack of compliance with the instructions of the clerk, it can be deduced from the lease of persons and the footprint can be sought in the form of a new contract, such as a contracting contract (Alexander, quoted by Kashani, 2009: p. 18).

- *Attorney's office with the nature of the independent contract commitment with the agency*
Although the lawyers of the judiciary have a degree of autonomy in the performance of their duties, as a specialist profession, and at the same time as performing medical duties, the law enforcement agency has a duty to carry out legal affairs of a clerk, and if we consider the lawyer as a contractor, it is not possible to conceal the possibility of dissolution of the lawyer; However, in a lawyer's contract, one of the rights of a lawyer is the basis for the conclusion of this contract of trust in the profession and the lawyer who, in the event of a loss of trust in the nature of the contract, can terminate it, and generally he/she recognizes the interests of another person in the name of a client, and since the attorney of a judiciary is considered to be a representative, he/she generally has to act on behalf of the client and supervise the client and make some instructions regarding the case by concluding a lawyer's contract, and of course this instruction may be very public.

And it is the duty of the attorney of a judiciary who, must act in the interests of the client in accordance with the legal duties, by concluding a lawyer, although apparently, sometimes, he/she is in opposition to the order, but the attorney and the conduct of the contract of the office of the judiciary with an internally-minded client who acts in his favor and expedient is the foundation of the formation of a lawyer's office.

Given the assumption of the nature of the lawyer's office as an independent contracting agent, they are also representatives, and because the client is not able to monitor the factual and scientific aspects of the other party, it is an independent contracting party, and on the other hand, the relationship is based on the trust in the scientific and technical personality of the other party. In case of any damage to professional credentials, they may be represented on the opposite side by the disqualification.



Conclusion

The contract of the judiciary including civil law, renting of persons, contracting and rendering services, has a major distinction between the contracts, despite the fact that the legal profession in the form of independent contracts provides the title of traditional and civil law, It can be different in discussing its nature, its works and its rulings.

One of the most important issues related to civil litigation is the mere observance of the instructions of the client and the result is any action outside of the responsible client's instructions for the lawyer, but in the lawyer's office, observing the legal standards and performing the lawyers by the lawyer. Also, considering the interest of the clerk, in spite of the angle with the client's order, one cannot assume the responsibility for the lawyer beforehand; this represents a special nature for the legal representation of the judiciary, and, given this independence, accepting the mere responsibility of the client in the works arising from Procurement due to lack of control and oversight by lawyers and attorneys for independence in performing their duties influences lawyer's professional career.

In this regard, it seems that the lawyer's office should be considered as an independent contract based on Article 10 of the Criminal Code. According to its writings and opinions, in the discussion of the responsibilities of the lawyer and the clerk, there should be an independent nature of the definition, and the laws related to the effects of these contracts on the type of legal services provided to lawyers and lawyers.

References

1. Ansari, Sh. M.(1939). The Book of Al-Mekasb. Qom: Publications ((Ismailis)).
2. Daniele A. . C.(n.d), Handat, Definition, No 2.
3. Fakhr-o-Tvs, J. (2000). Under Sheikh Ansari, Volume 8. Qom: Daralah Kama Publishing.
4. Ghahremani, N. (2005). Civil Liability Attorney. Tehran: Nikan Generation
5. Gracem. G. L (2007). Client Responsibility for lawyer conductive: Examining the Agency nature of the lawyer client Relationship University of Louisville Brandeis School of low. Volume 86 issue 2.
6. Imami, S. H. (1998). Civil Rights, Volume 2. Tehran: Islamiyah Publications.
7. Jafari Elenrudi, M. J. (2001). Civil Rights Philosophy, Volume 2. Tehran: Knowledge Library.
8. Jafari, Langroodi, M. J. (2017). Liability obligations. Tehran: Ganj Danesh Publications.
9. Katoozian, N. (1988). General Rules of Contracts, Volume 2. Tehran: Publications (Behneshahr).
10. Katoozian, N. (2015). Lessons from Certain Contracts. Tehran: Ganj Danesh Publications
11. Kheradmandi, S. (2003). Attorney in business law and its implementation. Tehran: Bostan Publications.
12. Martyrdom, 1410 AD. Ah Description ((extension)). Qom: Islamic Publishing Center.
13. Mostafavi, S. M. (2005). Lawyer's (lawyer's office), The Monthly Journal of Sunnis No. 78. Pages 17-15.
14. Najafi, M. H. 1404 e. Ah Qouchani, Akhundi, Abbas, Ali. Jewelery Lebanon, Beirut.
15. Saffai, S. H. (2003). Preliminary Civil Rights Volume, Volume 2, Tehran: Publishing Sq.
16. Shahbazi, M. H. (2014). Principles of Necessity and Permissions of Legal Acts. Tehran: Publishing Sq.
17. Shahidi, M. (2007). Formation of contracts. Tehran: Majd Publications.