



Take a look at the issue of power of attorney in marriage

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Abstract

In some countries, marriage is considered a completely voluntary and personal matter, and the will to marry must be declared by the parties. However, in cases such as travel, war, or similar issues, it is possible that the woman herself and the man is not able to attend the marriage assembly and express his will in the marriage. Therefore, it is necessary to provide conditions for such persons to have the necessary opportunity to conclude the marriage contract and a person on their behalf or power of attorney. Be able to conclude a marriage for them. For this reason, in this article, we intend to examine the issue of advocacy in marriage, first we will explain the concept of advocacy in marriage, and then we will examine the realm of advocacy in marriage and its various forms.

Keywords:

Marriage, power of attorney, client, springing POA

1. Introduction

Article 656 of the Civil Code defines a power of attorney contract as follows: A power of attorney is a contract in which one of the parties replaces the other party to do something. Also, in Article 656 of the Civil Code, the legislator, the attorney general and the attorney general The person who accepts the power of attorney is called a lawyer. According to article 666 of the Civil Code, power of attorney must be given in matters that the person himself is able to do. That is, in cases where the person himself is not able to do something, he can not give power of attorney to

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another to do it, even if the person himself is qualified It can not have people like idiots or idiots or

In custom, hearing the word marriage usually comes to mind in marriage and the like. Power of attorney is permissible except for contracts, and it is destroyed by the death or stoning of one of the parties, and if they have not revoked their right to terminate it in any way, the power of attorney will be terminated by the termination of one of the parties. Contracts in which power of attorney can be created According to the law; marriage can also be given power of attorney. Article 1701 states that every man and woman can give power of attorney to another for marriage.

The consequences of an examination indicated the change that happened in the public talk on LGBT families in the most recent a long time in Poland moving from characterizing family in extremely moderate and customary terms toward the start of the 2000s to a more open meaning of family in 2010–2011. In any case, they additionally show some undesired collusions among allies and rivals of same-sex association and potential threats of certain systems utilized by LGBT activists ([Mizelińska, & Stasińska. 2017](#)).

The manners by which tricky ideas of home, family, having a place and the 'migrant lady' support talks of movement and shelter were explored ([Gedalof. 2007](#)). Unchallenged records of 'good' moms as completely answerable for their kids quicken industrious talks of mother-fault. These talks ought to be perceived as a gendered driver of homegrown and family viciousness ([Maher et al. 2020](#)).

The investigation recommends claims to nature permit anti-marriage uniformity talk adjust to a social setting that restricts inside and out dissatisfaction concerning same-sex connections. In any case, it likewise questions whether past exploration has overemphasized the meaning of organic attributions in talk about gatherings' privileges ([Findlay. 2017](#)). The role of family law lawyers in giving advice with respect to the lawful rights, weaknesses, and ramifications of marriage for their lesbian, gay, swinger, and transsexual customers was analyzed ([Baumle. 2018](#)). The quantity of individuals getting to the Internet for sexual purposes (cybersex) has expanded significantly in the course of the last 10 years ([Goldberg et al., 2008](#)).

Albeit family annuity markets are inadequate, even little families can substitute by in excess of 70% for wonderful market annuities. Given unfavorable choice and exchange costs, family hazard pooling might be liked to public market annuities. Without public annuities, these danger-sharing courses of action give amazing motivations to marriage and family development ([Kotlikoff & Spivak. 1981](#))

Relationships that include the movement of at any rate one of the mates challenge two converging aspects of the legislative issues of having a place: the creation of the 'great and real residents' and the 'satisfactory family'. In Europe, cross-line relationships have been the objective of expanding state controls, an issue of public concern and the object of insightful exploration ([Moret et al., 2019](#)). During a time where non-customary connections are more normal, Texas

basic consideration clinicians ought to be comfortable enough with casual union with remember it in their patients to proficiently recognize substitutes and in this manner improve quiet consideration (Crist. 2020).

As a contestation of heteronormative citizenship, same-sex marriage is not just a governmental issue of sexuality yet in addition, a legislative issues of race (Lenon. 2011). It is shown that the lawful and social parts of marriage are profoundly entwined. Social authorizations of marriage order legitimacy even without true law, and numerous entertainers' credit to law a social force that rises above its particular advantages and assurances, the ability to deliver social and social fairness (Hull. 2003). The division of U.S. college alumni women entering proficient projects expanded considerably soon after 1970, and the age from the outset marriage among all U.S. college alumni women started to take off around the very year (Goldin & Katz. 2002).

According to this article, it can be said that both men and women can give power of attorney to another for marriage, and it can be said that a woman can be a lawyer and enter into a contract for herself or another, or get a lawyer for her marriage. It follows from the meaning of the mentioned article that it is not necessary that the declaration of will for marriage be made by the spouse, so the wife or husband can represent each other or a third party to perform the form of marriage on their behalf. According to Article 1706, it can be said that the legislator has sought to protect the rights of the client and has thought of various decisions to prevent the abuse of the lawyer, and in fact, the client (wife) may perform one of the contracts on his behalf. Represent a lawyer in the following ways:

A) Restrictively: In such a way as to say: You are the lawyer who married me to Mr. (A). He gives the power of attorney to marry a certain person. The lawyer is only a lawyer about marrying this person and not other people and herself.

B) Absolutely: You are the lawyer who married me to a man. In this case, there is doubt and disagreement that the lawyer can marry the client.

C) In general: as if to say: You are the lawyer who married me to any man you considered competent.

D) With explicit permission: as if to say: You are the lawyer who married me, in which case the lawyer will be able to marry the client.

What is not mentioned in this article is that in case a man gives absolute power of attorney to a woman, can a woman marry a client? Alternatively, is this rule fixed in any case and will not be different from being a male or female lawyer? According to the article, it can be said that the authority of a lawyer in this case is also limited. That is, the reason that the lawyer, if the power of attorney is terminated, cannot marry the client for himself is the same reason that the lawyer, even if he is a woman, cannot marry his client.

Conditions of lawyer-contract:

Article 1761 of the Civil Code states the conditions of a lawyer or a contractor as follows: The contractor must be sane, mature and intentional. According to this article, it can be said that a lawyer who is insane and insane cannot be married. Whether for himself or for another, such a person must first be wise, that is, as mentioned, the unwise cannot issue a contract. The second must be an adult, according to Note 1 of Article 1617 of the Additional Civil Code 1/17/61, the age of puberty for a boy is 15 full lunar years and for a girl is 6 full lunar years. The year-old cannot be a lawyer and does not seem to have any idea about what he is doing and does not realize the importance of the work he is assigned. Third, he must be a messenger, that is, he must have intention, for example, he does not intend to joke, or he is not asleep or drunk, and his intention and will have been attached to concluding a marriage contract.

Can one person be the lawyer of both parties? Some jurists believe that in the agreement of two wills is required, one person can not be the lawyer of both parties, but this opinion is objectionable because in the contract of multiple wills It is sufficient, that is, it is sufficient for a person to make a request and acceptance in two ways and with validity. The final part of Article 1706 of the Civil Code which allows the lawyer to contract the client for himself if there is an explicit permission. It is indicated that a person can do this on behalf of the parties on behalf of the parties.

The realm of power of attorney in marriage:

Article 883 of the Civil Code states: A lawyer may not perform an act that is outside the scope of his power of attorney, and Article 881 of the Civil Code states that if the power of attorney is given in full and there is no restriction on it, it is related to the administration. It will be property, for example in the sale, the limits of the power of attorney are sales, and the receipt of its price is not part of the power of attorney in the sale, unless there is a definite proof of it.

Scope of representation and non-violation of it:

A person who becomes another lawyer is represented by the client within the limits of the power of attorney given to him to perform the case of power of attorney and has no right to exceed it if the power of attorney is limited to a certain matter, for example, whenever a woman gives power of attorney to another. The lawyer cannot marry her to another person and if he acts against the client's opinion, his action is prying and subject to the rules of the usurious contract and the client can allow or reject it. Article 1708 of the Madani law says, "If the lawyer violates what the client has determined about the person or seal or other characteristics, the validity of the contract will depend on the client's approval".

Absolute power of attorney and the need to observe the interests of the client

It is possible that the power of attorney is unconditional and the lawyer has not considered the interests of the client within the normal limits, such as a woman who is not at all suitable for the client in terms of information and social status, or has married a woman many times as a proverb. The contract is ineffective and its validity depends on the client's approval. It should be

noted that expediency does not have a precise criterion. Therefore, the client may claim non-observance and the lawyer may claim expediency. In this case, the judge must determine the expediency according to custom. According to Article 1701 of the Civil Code, the provision of Article 1708 is also valid in a case where the case was unconditional and the lawyer did not observe the client's interests. "That is, if the client's interests are not observed, his actions will be ineffective and subject to the client's approval."

Representation in power of attorney:

The fact that a lawyer is allowed to delegate the task of being a lawyer to other needs to be specified, otherwise a third party will be liable to the client for damages. Multiplicity may be collective, meaning that everyone advocates together, or in a way

It is enough for each of them to do it independently. The power of attorney may be free or for a fee, and if it is not specified as free, it will be charged with a fee. Power of attorney is a contract and the parties can break it whenever they want, unless the power of attorney of the lawyer or his non-dismissal is stipulated in the obligatory contract.

Means of declaration of will:

Can the parties enter into a marriage by means other than words such as writing, writing or gestures?

Jurisprudence: Jurists, both Shia and Sunni, usually do not consider the text sufficient for concluding a marriage, arguing that the text is not explicit in stating the purpose and should be mentioned, and that the principle is in stating the purpose and indicates strong intentions. However, some contemporary jurists reject the above theory and believe that writing is not an allusion at all, and assuming that it is an allusion, if it clearly indicates the intention of marriage, there is no obstacle to accepting it in concluding a marriage.

Subject matter: The appearance of civil law is that according to the jurists, the use of words in marriage is necessary and necessary, and if we are bound by literal interpretation, this is a strong promise, but due to the superior importance of written documents over oral cases as well as current custom. The power of a writing that explicitly indicates the intention to marry is considered as a word, so the parties can enter into marriage by writing, even according to Article 1188 of the Civil Code, when one or both parties are unable to speak. The reference is also made if it clearly indicates the writing of the contract.

Customary sequence between requirement and acceptance:

The reason for the necessity of sequence between obligation and acceptance is not limited to marriage. In other contracts, this sequence is a condition. He points out that it is a customary matter and does not mean that there should be no time interval, even short, between demand and acceptance, so acceptance should be said at a time when custom considers it consecutive and related to necessity. Demand and acceptance is achieved if the acceptance in the marriage

assembly and before the separation of the two parties or their employment is said to be another job because the marriage assembly is in the process of its current, but after the separation of the two parties, the demand is invalidated. Many cases are consistent with the customary view.

Correspondence and telephone contract: some jurists have considered the union of demand and acceptance as one of the correct conditions of the contract. That is whenever the accepting party is not present in the demand and accepts it, the marriage does not take place, but as Master Katozian. They believe that not only is there no burden in the law, it has also been criticized in jurisprudence, so the contract between the absentees cannot be considered as a couple announcing their will to each other by phone. There is doubt about the validity of the psychological contract.

Credibility of being Arabic: Necessity must be done in Arabic or in any other language. Can a marriage be concluded in marriage? Many jurists believe that if it is possible to perform marriage in Arabic, it must be done in Arabic, and even if one is familiar with this Arabic language, it is invalid to perform marriage in other words. The reasons for this group are not very strong, but more due to the importance of the issue, it has been a precautionary aspect, so most jurists have issued a fatwa on the non-necessity of Arabic in the form of marriage. Civil law also does not make Arabic a condition for expressing the form of marriage. Validity of a special form: The common words of the jurists about permanent marriage are the words of your spouse and your marriage. Necessity of priority over acceptance: No such necessity is inferred from civil law.

Intangible marriage:

Curiosity means that interfering in the affairs of others unnecessarily and in jurisprudential terms. It is a marriage in which a third party marries two people without any original or legal authority. In jurisprudence, usurious marriage is like the well-known usurious sale, the correct contract is composed of agreement, intention and consent of the parties. Nevertheless, in usurious marriage these two conditions are not found and this usurious contract may be done only by the girl or But he is curious and may be on both sides of the marriage (guardian of the girl and the couple).

It is possible to discuss the ruling and validity of such a marriage, whether such a marriage is valid or not, and if it is correct, is this validity or not? It can be said that a usurious marriage is valid but not necessary, and if the guardian approves it, the contract is valid and necessary, and otherwise it is void.

It seems that if the delay in allowing or rejecting the contract by the person who has the right to ratify or reject the contract causes harm to the other party or the original, he himself can break the contract and more. Do not wait for the girl to accept or reject the marriage and avoid harm to her. Shahid Thani's comment on the narration narrated by Muhammad ibn Muslim from Imam Muhammad Baqir (AS), that a man, while he was absent, married a woman to his mother, Imam (AS) said, "Marriage is permissible. If he wants, he accepts it and if he does not, he rejects it.

Different forms of nosy marriage:

Curiosity means that someone, without having a representative or position or representation from another, makes an obligation to him that the marriage may take place in several ways:

A. In principle, marriage should be curious: as if, a person marries a friend without his knowledge or has made such a request to her and has given her a power of attorney. Such a marriage, if allowed, will be effective from the time of its creation. Some are not mentioned in the law, but it can be removed by examining various legal materials.

B. It may be an obligation to the prying person: a person gives power of attorney to marry a certain person, but he violates this person and marries someone else for him. This contract is like the first form of prying and stops with permission.

C- It may not be a violation in principle of marriage and the person in question, but it has been violated in the characteristics determined by the client, such as appointing another person as a lawyer so that a person can be selected exactly with the material and spiritual conditions and characteristics mentioned by him. Moreover, to marry her, but the lawyer chooses the opposite characteristics and marries her. In this case, as in the previous two cases, the validity of the contract depends on the client's permission.

D- It is possible that none of the mentioned cases and the lawyer has violated only in terms of gender or amount of dowry, such as representing another person for whom a certain woman is married and his dowry is two dongos from a residential house or one. The lawyer should marry the same woman with cash or gold coins, or the client should mention an amount and the lawyer should stamp more than the mentioned amount.

The law puts this form next to the previous cases. Some believe that the ruling in this case should be different because the dowry in marriage is an independent matter and therefore in a permanent contract, even if the dowry is not mentioned, the contract is valid and only in a temporary marriage it is necessary to mention the dowry. Assuming that the amount of the contract stamp is violated, it is correct and the stamp that stops the client from enforcing it. The power of attorney is one and not multiple, so if the client has not done the desired lawyer to conclude the marriage with a certain stamp, the principle of the contract will be prying and will be subject to approval by the client.

2. Conclusion

In this article, as much as possible, an attempt was made to conduct a small study in the field of marriage advocacy. Attempts were also made to mention jurisprudential opinions. First, a definition of advocacy was provided, and then its types and conditions of a lawyer were mentioned, referring to the scope of advocacy and not exceeding it, as well as observing the client's interests, means of expressing will. The customary sequence between consent and acceptance and prying marriage became brief. Regarding the findings of this article, it can be said that a power of attorney contract is a contract in which one of the parties replaces the other party

to do something, individuals can hire a lawyer for the actions that they are able to do. A lawyer must have certain conditions and characteristics, including the ability to do the job.

There are three possible forms of marriage attorney for a lawyer:

- A) Restrictively: In such a way as to say: You are the lawyer who married me to Mr.
- B) Absolutely: You are the lawyer who married me to a man.
- C) In general: as if to say: You are the lawyer who married me to any staffs you considered competent.
- D) With explicit permission: You are the lawyer who married me to you, in which case the lawyer will be able to marry the client.

The power of attorney in marriage has a territory and limits, and a person who becomes another lawyer is represented by the client within the limits of the power of attorney given to him to do the power of attorney and has no right to exceed it if the power of attorney is limited to a certain matter. For example, if a woman gives power of attorney to another to marry a certain man, the lawyer cannot marry her to another person.

The fact that a lawyer is allowed to delegate the task of being a lawyer to another need to be clarified, otherwise a third party will be liable to the client for damages. The lawyer may be one person or more and In the case of pluralism, it may be community-based, meaning that everyone can represent each other or that each can do it independently. It will be a reward. Power of attorney is a legal contract and the parties can break it whenever they want.

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