

In the name of god

Consumer rights of food products

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ABSTRACT

Manufacturers produce unhealthy and defected works that not only wastes our resources but also makes a poor economy that leave us in a vulnerable state in this ever-Due to the uncompetitive economic status of our country, some food developing world. The most important matter to be considered is that it inflicts damage on the community health, while it distorts the public discipline and change the balance between production and consumption. Introduction of basic customer rights across Europe, triggered formulation of a special law for protecting customers in Iran. However, it is imperfect due to the ambiguous method of compensating for losses. Hence, based on the principle of no harm, this essay tends both to find a legally protective umbrella for customers and develop a robust economy as a remedy for the inefficient laws enacted regarding civil liability and protecting customers against the complications of market. For this purpose, this essay introduces a food manufacturer as a sufficient and primary cause that inflict harm, and specifies that the manufacturer's failure plays role only in ascertaining of the causal link; It also set asides the liability resulting from food production failures and substitute it with manufacturers' sense of responsibility for the final results , safety assurance, and a perfect responsibility based on legal and jurisprudential principles.

KEY WORDS: Manufacturer, sense of responsibility for the results, defected food product, customers' rights , .unhealthy economy

Introduction

As the physical system of the body needs metabolism to provide the required energy for the daily activities, and as the way of production of food products and their quality is directly correlated to social health, it is vital to have supervision on the food production sector compared to other productions. Hence, the consumers should be informed of their fundamental rights to consuming the said products.

Paragraph 1(g) of the Civil Rights Act and the Executive Statute of Granting Certificate of Respect for Consumer Rights in Iran, the consumer and the consumer rights are respectively defined. Accordingly, in the age of industry, to answer the question that how theroque and sometimes ruthless powers should be controlled and how the society should be balanced by supporting the consumers? The importance of protecting the expediency of balance between the benefits of the manufacturers and consumers shall be noted in each legislative measure.

The present study tends to analyze the liability of manufacturers of unhealthy food products. Also, this study tends to answer the basic question: "how the negligent and inattentive manufacturers to human health should be informed of the consequences of using harmful products? And what is the solution to provide a balance between the rights of the food material consumers and the manufacturers in Iran Law?" It is essential to find a solution to make liability to improve the quality of food materials and to produce healthy products so that the consumers can meet their daily food needs.

A society, the majority of people of which use unhealthy food, can never be happy and healthy and the budget of the state in the resistance economy stream is wasted on expensing to treat various diseases caused by unhealthy nutrition. Accordingly, this study aims at investigating the legal presumption of the contractual basis of guarantee (explicit or implicit) or commitment to provide information for the public. This can, based on the no-harm rule, be a step towards a balance of the consumer and manufacturer's rights.

1) Defect in food products

Supervising the operationalization of standards in the production of food products is at a low level, and there is no stable supervision practically. Hence, considering the Hazard Analysis Critical Control Point (HACCP) standard can

be the most underlying inspecting and supervising methods for quality control in food industries by controlling the critical point in the Iranian factories and stepwise controlling, and preventing cross-contamination, primary and secondary contaminations. It can be also an effective step toward protecting the rights of food product consumers. Authentication of the customary causal relationship is essential to identify the authority in defective and unhealthy food material productions, which can endanger the health of consumers and the Islamic economy during the crisis and resistance. On the other hand, efforts are taken to introduce inefficiency of fault-based liability in the current situation and legalization of pure liability of the manufacturer and the guarantee-based liability (implicit or explicit).

1-1) Contamination of food products

A food product is a product obtained during industrial phases and in the factory. As today's lifestyle needs these products, it is necessary to pay attention to hygiene in various steps of production, the process of maintenance, and supply of food materials, so that healthy food products with high hygiene quality can be provided for the consumers. Therefore, if physical, chemical, and biological contamination is created in the production and supply process, the health of the consumer is endangered. On the other hand, as the development of non-oil export is highlighted to be released from a single-product economy, it is vital to make sure of the health of the raw materials. For example, meat or other meat products should have standard characteristics and should be produced from the livestock slaughtered in the sanitary slaughterhouses approved by the Veterinary Organization.

Secondary contaminations form most cases of food product contamination created in the production process in the factory. For example, worn-out devices and equipment can create compounds causing contamination of food products, which can be harmful to human health because of creating new compounds. On the other hand, the owners of an industry can encounter economic losses and judicial issues in this field. Secondary (cross) contaminations are the most underlying risks, which expose the product in contact with laborers, equipment, and other factors. The most underlying impact of that can be causing a defect in the product and finally, causing damage to the health of consumers.

In the Civil Code of Iran, no definition is presented for the defect, but also defect detection is left to the custom and habit (article 426, Civil Code). However, paragraph 4, article 1 of the Consumer Protection Act of Iran explains the defect as follows: the aim by a defect in this act is the deficit or deformation causing the economic value of the products or services. The most underlying indicator of the said definition is the lack of observance of standards. It seems that defects in this field can be defined as follows: "the quality, which can despite the custom result in dissatisfaction of the consumers and provide insecurity of them".

In this regard, using appropriate methods to guarantee the food chain and responsiveness to the demand of consumers on the food safety and following the raw materials and compounds of a [product during whole food chain from the farm to the home. The most underlying method is using the HACCP standard as a safety control system, codified by the International Organization for Standardization (ISO). The standard is used to detect the points, which may cause the influence of pathogenic factors in the production chain, and the points causing the elimination of pathogenic factors from the chain (Abdi, Quarterly Journal of Veterinary System, implementation of HACCP System in Aquatic Products, No.1, and fall 2002). The legal authorities and public institutions are responsible for protecting society against unhealthy food products. To this end, the authorities shall be capable to assess the risks caused by food products and provide methods to control them. Hence, the HACCP system is being implemented worldwide and is aimed at considering individual hygiene and supplying food safety and social health (Mortazavi, modern technologies of food industries, 2006, pp.283-309). Using the said system facilitates the possibility of monitoring and tracking the damages. Therefore, there would be no guarantee for standardization based on the reality in food products until the time that deployment of this system is binding for all factories in Iran.

Lack of observance of standard encompasses the defect in quantity, quality, and cheating (Azadi, 2012, p.93). Article 1 (3) approved in 1967 has discussed the lack of observing standard that is vital for the food products. This is because; it directly deals with the people of the society. Article 3(2) of the Consumer Rights Protection Act has mentioned that observing production standard is binding, and has mentioned in article 19 of the said law that the manufacturer is responsible for compensating the consumer loss.

1-2) Defected food product and their impact on consumer rights

As Consumer Rights Protection has recently gained attention, it was approved at the international level, for example, the United Nations guidelines on consumer protection approved in 1975, and particularly various regulations were approved with the purpose of protecting the consumer rights in different European states. In this regard, multiple regulations have been approved in Europe. The European Economic Commission and then the European Union became the major developers of consumer rights protection in Europe, and various rights were recognized for the consumers. Among the regulations, fundamental rights have been recognized as common examples with the purpose

of making a balance between the manufacturer and the consumer. Hence, according to the EU Charter of Fundamental Rights (2000) on Consumer Rights Protection, the fundamental rights of consumer include 1) right to protect health and safety 2) right to protect financial interests 3) right to protect legal interests 4) right to protect representativeness in partnership 5) right to get information and education (Beints, 1978: 250). Although the main discussion of this study is 1) explanation of the said rights, it could be mentioned that unfortunately, no specific definition is presented in Iran's regulations on safety. However, each buyer of food products has the right to buy a healthy and high-quality commodity. In European regulations, the suppliers are, based on safety, responsible for producing commodities with zero risks on their health and safety. Even standard products may cause dangers and complications, which can made defenselessness of the consumer based on the development of the industries and complexity of the production system. 2) The governments, by protecting consumers, tend to fight against negative consequences of development and autonomy and consistency with international policies and institutions in addition to providing justice. 3) Majority of consumers try to protect financial and economic interests against buying and consuming food products. This is because; as a result of buying defected and unhealthy consumption of corrupted products and useless costing, in addition to distortion of the economic balance of the consumer and manufacturer, the heavy financial burden is imposed on the consumer to obtain the health. 4) In the international regulations, consumer protection is not limited to the governments, because the government can't do it by itself. Therefore, the establishment of civil institutions to prevent violation of consumer rights and organization of public participation in implementing the consumer protection plans is recognized. In article 12 of the Consumer Protection Act of Iran, such an institution is predicted, although it has not been operationalized to date. 5) The suppliers of food products are responsible for providing all required information from raw materials to the instruction use of the product for the consumers. Required information is the information, which can affect the decision-making of consumers in common. On the other hand, inaccurate use of some commodities such as fast foods can leave irreparable consequences. Therefore, the insertion of information and the instruction use, and probable consequences of the products as the educational data on the product are the rights of the consumer. 6) as one day in the majority of the states of the world is considered as the National Day of Consumer Rights Protection, Iran has also named the 9 March as the day called "National day of Consumer Rights Protection".

Defected food products can result in infectious diseases and many other kinds of unknown diseases. For example, canned products with overuse of additives and preservatives, and the products produced by unauthorized and non-standardized compounds have reached a critical point and can endanger the health of consumers (in near future) by causing types of cancers. The losses of the products can be cleared over time. Hence, in case of lack of proper supervision, disastrous injustice is going to happen for the consumers. The damages are irreparable, and this is against the Islamic and juridical principles. Even using baking soda in bakeries, which is visible by the consumers, has become uncontrollable as a common matter. Unfortunately, because of the weakness of the controlling system and supervision of the government, in near future, the immune system of people will be weakened, which is because of using defective and unhealthy bread. Therefore, violations are increasing in factories using unauthorized chemicals in the food products in factories far from the looks of people.

The manufacturers shall, for instance, inform the consumer with abnormal allergies or those with allergies or diabetes about the probable side effects of using products. Besides, they have to provide useful consumption for consumers. Hence, the suppliers may be liable because of the inadequacy of products.

The basics of commitment to supplying information for the consumers are induced from legal articles such as article 367 of the Civil Code. According to some scholars, when the contractual relationship and commitment caused by that is subject of a lawsuit in Iran law, lack of providing sufficient information is regarded as lack of delivery of the product (Katuzian, 2005, p.221). In other words, according to article 369 of Civil Code, which has charged the custom for the type of delivery, the quality of delivery is not taken completely and the delivery is realized if essential information on the product ingredients and the instruction use is provided for the consumer. This is because; the aim of delivery is not only the material and physical concept of a product. In the domain of contracts, the principle of Good Will is dominant, which conducts parties to have cooperation, to be honest, and to provide information for each other in the enforcement of contracts, and to change and complete the contract. In this way, if one party refuses to disclose a major defect, which shall be disclosed due to the principle of Good Will, such silence can be criminal (Prosser and Keeton, 1986: 37). Besides, article 3 (2) of the Consumer Protection Act has charged the manufacturers and suppliers to provide required information on the products. Therefore, when a loss is made for the consumer as a result of lack of getting information or because of false and unreal advertisements to sell the unhealthy products by the manufacturer and the supplier, the liability is forced liability on one hand (article 331 of Civil Code; article 1 of Consumer Right Protection). On the other hand, because of the violation of implicit or explicit provisions of the contract against the consumer, based on Article 221 of the Civil Code, the liability is a

contractual one. However, misuse can't result in the liability of the manufacturer. Therefore, the liability of the manufacturer is in the field of predictable warnings and common allergies, not unpredictable and rare allergies.

In the context of providing warnings and information and distributing that after selling phases, the seller or manufacturer has not to identify fixed customers or be in close relationship with them, but also they are responsible for informing the consumer about the discovered risks in any possible way (Hepple and O'Dair, 1993, v.46).

On the other hand, when exaggeration on the products results in misconducting the buyer, it can be an example of fraud and fraud causes liability according to explicit provisions of Iran. According to article 19 of the Consumer Protection Act, those manufacturers making unreal advertisements (subject to article 7 of the said law), in case of loss of the consumer by using the product, shall be convicted to imprisonment and fine payment equivalent to twice damage in addition to compensating the loss.

1-3) Defected food products and their effect on the national economy

All individuals involved in the production of food products including manufactures, equipment, and chemicals are placed in the production chain, which can interfere with food safety. It should be mentioned that food safety is the basis of security in other domains in the chaotic world of today. Hence, in addition to losses imposed on the consumers by the production process of defected commodities and supplying incomplete and unhealthy services, the chaos and waste of resources at a national level should be considered. For example, incomplete packing can, directly or indirectly, cause disease of consumers and heavy medical expenses.

Sometimes because of inadequate maintenance of machinery and equipment and lack of providing advanced machinery, unhealthy food products are produced, which can waste lots of materials and interests (Gharzavi, 1996, p.209). Legally, all materials identified as harmful materials by the experts or as causes of various diseases are prohibited (ibid, p.354). Islamic economy pays specific attention to the issue of production, quantity, and quality of products. Hence, a solution shall be found in the Islamic state to guarantee physical and mental health. Thus, to improve the inadequate economic situation and production of healthy products with the observance of Islamic values, the competition and exports shall be empowered among manufacturers. On the other hand, a society without economic health is surely vulnerable to the political evolutions of the world.

As consumers in developed countries have special organizations, and as they use various tools to prevent ignorance of their welfare with the excuse of domestic production protection (Bagherzadeh, 2002, p.214), and as Iran's economic system is a non-competitive economy, and one problem with the non-competitive economy is lack of certain insight to protect the consumers; it is impossible to participate in international markets as a result of lack of legal mechanisms of the government to protect consumer rights.

1-4) Civil liability of manufacturers of defective food products

In Iran's law, three elements shall be available for civil liability: 1. Existence of harm, 2. committing the harmful act, 3. causality relationship. The aim of civil liability regulations is the compensation of loss. However, in a factory with various production factors, who can be responsible for producing such a defective product or compensating for the loss of the consumer? What kind of civil liability can be considered for such fraud if it is detected?

1-4-1) Denial of loss

In any case, that action causes the loss of others, civil liability can't be created. The damaging action shall be abnormal given the society, and the loss shall be considered incompetent in the law. Consuming food products in the way of advancement of industries can make new risks for the consumer, the loss of which shall be authenticated. For example, in cases of using unauthorized and unhealthy materials in production, loss prediction for the manufacturer can be authenticated by the magistrate. In this case, using the No-harm Rule is the tool to implement justice and provide equality of profit and loss and the tool to make a balance between economic and social relations (Katuzian, 2011, p.140).

1-4-2) Authentication of the causal relationship

If there is uncertain cause among several manufacturers, the USA and some stranger states believe that all manufacturers are liable against the loss, and this is called "Market Division Liability" or "Industrial and Production Units Liability" (Jafaritarbar, 2010, p.197). In this kind of liability, defendants shall compensate loss based on the proportion they have taken to sell the product; unless their innocence is proved due to the evidence. In terms of jurisprudence, there are three solutions in the case of multiple tools: lottery, peace, and sharing of liability. Each solution suffers from some deficits: because firstly, the real liable person causing loss of consumers who have gained profit may escape from the liability by lottery and an innocent manufacturer may be introduced as a liable person. Also, to violate the law, can promote injustice. On the other hand, it can destroy the incentives of

manufacturers, who aim at supplying healthy products. Secondly, the liability is mitigated in the peace and manufacturers pay no attention to the health of consumers or can make no commitment in production agents to provide a healthy product. On the other hand, the loss may not be compensated competently, because some losses may not be compensated and the no-harm rule is not enforced, which is far from justice. Also, the underlying effect of the product's health will be removed. Hence, peace is not allowed in this case. Thirdly, the deficit of sharing of liability is the same attitude of all agents; although sameness consideration of agents can't be explained, because some of them have caused the light of heavy loss intentionally or unintentionally. However, sometimes from several manufacturers with uncertain loss imposition, there would be no way except for sharing the liability, which is limited to special cases. It seems that in case that the damaged consumer is not informed that what product has caused the loss; there are various ways to authenticate the relationship. One of the useful solutions is the plurality of damaged consumers.

However, if there is an uncertain cause among a production group, one of the theories is the theory of interference way, which is accepted by the Civil Code of Iran in article 14. However, the said law has considered liability partnership for the case that all members of the group have participated in making a loss. After that, the act has been considered a liability for them due to the effect of each agent. Hence, if the employer compensates for the loss of the damaged party in these cases, this can be because of considering the employer as the guarantor by law against the laborer and the employees (Civil Liability Law, article 12). Hence, the guarantor can refer to the guaranteed party for what has been paid. However, if the employee proves innocence to make a loss for the consumer (for example, proving education to laborers and choosing them carefully), the laborer or employee causing loss can be introduced as liable against the damaged party according to article 1 of Civil Liability Law.

The theory of customary causality is a kind of theory, which is defensible in this case. This is because; here because of uncertainty in the group, customary cause or same manufacturer is liable. However, article 12 of Civil Liability Act has accepted the criterion by considering employers as a guarantor against employees. Article 2 of the Consumer Protection Act has considered manufacturers charged for product accuracy based on the transaction law. Undoubtedly, the manufacturer can introduce the original guilty or refer to other legal defenses for a disclaimer (Inabrock, 2002, p.8). Using the solution, the manufacturer is the most reasonable liable for the realization of the right, and the liable who claims for innocence can refer to the guilty. This is because; the manufacturer can identify the loss-making agent easily in his/her department. On the other hand, the manufacturer may make fraud in producing products intentionally or by cheating, just like producing non-standard meat products using non-standard industrial colors.

1-4-3) Contractual Liability

As contractual liability is a sanction to guarantee proper enforcement of contracts, measures taken by the manufacturer to invite consumers to use the commodity shall be considered as commitments, so that the liability of the manufacturer can be regarded as contractual liability. This is because; one can say that violation of commitment is taken at the time of making a loss. Article 227 of the Civil Code says The party who fails to carry out the undertaking will only be sentenced to pay damages when is unable to prove that his failure was due to some outside cause for which could not be held responsible. Besides, the deduction can be derived from article 220 of the said law.

The judicial procedure of western countries proposed solutions out of the contract to protect the damaged party. The solutions were protection theory and more importantly, the theory of guaranteeing seller's safety. The theory of guarantee is one of the most expanded theories, which can be presented in this field. Safety guarantee is the stipulation inserted in contracts of transaction explicitly or implicitly. This is because; every manufacturer promises the safety of the seller in favor of the buyer implicitly or explicitly. Therefore, the said theory guarantees public order in the supply and consumption relations and supports the final consumer directly; although he/she may not be in any contractual relationship with the manufacturer. This is because; goodwill requires the manufacturer to supply a product with zero threat to the health of consumers and others.

The courts can regard the advertisements of business companies as an explicit guarantee in product's health; although the term "guarantee" may not be used in the advertisements (Jafaritarbar, 1996, p.39-40). The Civil Code has accepted the principle of privacy of contracts in article 231 and has accepted the commitment in favor of a third party in article 196 as an exception. It could be inferred that in manufacturing affairs (especially on food products) as exceptions of Article 231 of the said law, the implicit intention of the manufacturer on the third party (final consumer: such as the term "holder" in the business document) is inferred from evidence such as advertisements or other signs.

Lack of observing standard in production means the violation of stipulation in contractual liability because liability shall not be eliminated just because of providing information on the defects of a product. Observing consumer rights

requires supplying healthy products to the market. Therefore, the legislator needs to conduct the consequences of profitable advertisements toward liability and loss compensation. In article 19 of the Consumer Protection Act, only loss compensation as a result of advertisements and the presentation of wrong information of the product is referred to. Hence, observing consumer rights is not possible, except by placing an implicit guarantee on product manufacturing and putting the liability burden potentially. By imposing the loss, the liability is actualized.

Some manufacturers use article 10 of Civil Code and refer to the accuracy of contractual provisions provided no liability and some lawyers have also supported that: the said provision can make individuals supply products in rest in addition to encouraging the investment (Bozorgmehr, civil liability of manufacturers, *Dadgostari Legal Magazine*, No.54, 1996, p.51-52). In opposition to the theory, it should be mentioned that some contractual provisions such as the provisions against the public order and good morals are canceled in article 975 of the Civil Code. Besides, insertion of no liability provision and referring to the said provisions by the manufacturer can explain the inattentiveness to the health of consumer legally and can bring irreparable negative effects for the society. Some scholars believe that legal protection of manufacturer is possible by modern academic and economic methods, and not by insertion of no-liability provision, which can sometimes result in irreparable events (Abdollahi, 2012, p.68). Therefore, in some cases, such provision shall be rejected to observe consumer rights and due to the harmful effects of accepting such provisions, and with referring to articles 8 and 19 of Consumer Right Protection Act (2009) and Article 975 of Civil Code. However, seeking an excuse to become free from the defects (article 436 of the Civil Code) is against public order same as the condition of no-liability on producing food products and can't be accepted. Where a manufacturer becomes liable to act based on a commitment whereby a contract or a commitment is needed for the contract, violating that is regarded as fraud. This kind of commitment is on the consequence, and only the force majeure can cause its exemption (Ghasemzadeh, 1999, p.295). As there is a kind of safety guarantee implicitly or explicitly in each transaction in favor of the buyer, the commitment results in a certain consequence that is the health of the product. Hence, articles 227 and 229 of the Civil Code shall be referred in this case: If a man who has into an undertaking is prevented from fulfilling it by some elements, not within his control, he shall not be convicted to compensate for losses. Hence, the consumer trust shall not be neglected and the legislators shall codify more efficient regulations due to today's conditions of the supply and demand market to make a balance in contractual relations of the supplier and consumer and to gain the trust of the consumer under such resistant economic situation.

1-4-4) Forcible liability (non-contractual)

In Iran's legal system, the original element in non-contractual (forcible) liability is a fault. In the Civil Code, no definition is provided for fault, and only article 953 has mentioned that fault includes excessive use and negligence. Hence, the manufacturer is convicted for loss compensation because of unconventional action if the damaged consumer can prove the fault of the manufacturer can the causal relationship of fault and loss. In addition to appointing punishment, the fault is defined as negligence or carelessness of manufacturer of food products, drinks, and cosmetics, and nothing is said on loss compensation. Therefore, if the causal relationship of loss and omission of the manufacturer is available, the liability is created.

In the Western industrial society, some theories are provided in line with balancing consumer and manufacturer rights and on this basis that the damaged party can't prove the fault of the manufacturer in the complicated industrial system:

In the theory of risk, which is the result of the industrial revolution, if the manufacturer knows that he/she shall be responsible even in case of no-fault, then he/she would be careful. However, the most underlying theory in this field is a pure liability. It means that consumer rights protection has no liability to prove the fault of the manufacturer to compensate for the losses caused by defective products. According to scholars, pure liability is sometimes contractual and based on the violation of guarantee, and is sometimes non-contractual. Guaranteeing the safety of the seller is a pure liability in its public meaning, and pure liability in non-contractual liabilities can be the same pure liability in the special meaning of the word. Pure liability was taken for the first time in the food product cases in Common Law because producing and supplying harmful and unhealthy food is a kind of fault and there would be no need to prove the fault. In the case of physical damages, the consent of the damaged party is ineffective. The human body is subject to no contract (Jafaritarabar, 2010, p.54, 157, and 339). On the other hand, the most underlying and dangerous products are widely consumed food products.

In Iran's law, some signs of pure liability can be found in article 18 of the consumer protection act. In the said article, only the defect of the product and the causal relationship of the defect and the loss is referred under the title of "by which" to convict the manufacturer for loss compensation. In the viewpoint of some scholars, article 67 of the Trade Unions Act, and article 3 of the Consumer Protection Act can be used to go far from the traditional theories and authenticate the causal relationship without fault authentication (FezzehSalimi; Mohammad BagherParsapour, *Supplier-Consumer Civil Liability, Journal of Comparative Law Research*, 2012, No.8).

Commitment in forcible liability is in kind of "by means" whereby article 1 of Civil Liability Law. However, if the pure liability of the manufacturer is the basis, commitment is in kind of "as a result"; although there is no certain act in Iran on the "as a result" liability of the manufacturers (even on the most fundamental products). Therefore, the judicial procedure shall take effort the same as industrial countries to make legislation toward creating pure liability for the manufacturers of food products.

2) Presenting lawsuit on loss compensation of damaged consumer

In Iran, because of lack of regulations protecting consumer rights directly, and because of lack of regulations expressing the liability of manufacturer without proving fault, as well as because of the possibility of failure of damaged parties or their lawyers; no lawsuit is presented against the manufacturers of defective products. However, if the manufacturer is convicted to compensate for the loss of damaged consumer practically, it can play a preventive role at least for others, and least losses would be imposed on public health.

2-1) Detecting the type of liability by the damaged consumer

If the damaged consumer decides to present a lawsuit against the manufacturer for loss compensation, the question is that the consumer considers a violation of these rights as a contractual fault or forcible causality? Whether the damaged party can present the lawsuit whereby the contractual liability or forcible liability?

At the first, it could be mentioned that the liability of the manufacturer is forcible on one hand (article 321 of Civil Code, and article 1 of Civil Liability Law) and is a contractual liability because of violation of stipulation on the other hand (articles 221 and 226 of Civil Code). However, on assignment to give health information and warnings recognized by the law for the manufacturers, in case of causing loss, it can be regarded as a violation of safety commitment. In this case, a lawsuit can be presented whereby articles 333 and 334 of the Civil Code are based on a causality basis in forcible liability. According to some scholars, the combination of the mentioned basics encounters no barrier and can be done. However, if the plaintiff is convicted based on the way selected, he/she can represent the lawsuit on another basis, and the measure may not be against the validity of the final order (Katuzian, fifth edition, No.226 onwards). If the liability is considered based on contract, the plaintiff can convict the defendant with no need to prove the fault and only by referring to a lack of commitment to the contract and contractual promises. As a professional manufacturer guarantees the safety of product based on the agreement on product safety guarantee, and as pure liability is not operationalized in Iran, the liability of manufacturer based on explicit or implicit safety commitment can be used. It seems that bad will can be effective in fraud and cheating because consumer becomes sick most likely. Hence, contractual liability can be imposed on the manufacturer. However, the final judgment shall be assigned to the law, and the court shall make a decision based on the situation.

According to some jurists, the customer, in the product testing which can damage them, has the right to put the principle on the product's health (Ansari, 2001, p.202). Therefore, the HACCP standard and other legal standards inserted on the packed products inform the consumer about product guarantee. They can bring pure liability to the manufacturer.

2-2) to prove the claim of damaged consumer

As the law is the underlying factor to prove the defect of the product, the judgment of custom and conventional behavior of plaintiff and defendant is vital for fault detection; unless a considerable fault is cleared on behalf of the consumer. In this case, it eliminates the causal relationship between the manufacturer and the event. When the consumer makes a loss on self with knowledge, the damaging measure is taken by the consumer because of the law. However, the magistrate is responsible for diagnosing the rights of the consumer and the manufacturer and to find out that the claims are against the appearance.

In these cases, the fault of the plaintiff against the defendant is clear to everyone. This is because; the plaintiff has no laboratory facilities to prove the claim. Hence, it is fair to make the manufacturer liable to prove conventional behavior. It should be mentioned that article 18 of the Consumer Protection Act have referred to authentication of a causal relationship between product defect and loss for purpose of loss compensation. This case shows the pure liability of the manufacturer; although it has not been mentioned explicitly. Besides, if the manufacturer has no acceptable defense against the claimant consumer, who has proved the causality relationship between the product defect and the loss imposed, he/she would be liable for loss compensation.

Conclusion

With the analysis of the regulations relevant to consumer rights protection at the international level and Iran, it could be observed that the said regulations have ordered loss compensation. Hence, loss compensation of the weak party against the powerful party is not possible; unless by charging the manufacturer. Before approving the Civil Liability

Act in 1960, loss and causation, generally, was the basis of the liability of the preparators of loss in Iran law. However, after the said date, the basis of fault entered Iran law. Whereby the article 1of Civil Liability law, the fault is determined as the criterion of loss preparator liability. However, the majority of Iranian lawyers believe that the basis of fault in liability is general and is the only original element in the basis of liability in Iran; although it is not the only basis of the liability, and the liability without fault is created in exceptions such as violation of consumer rights. Despite this issue that the fault basis was created in an industrial country like France as the bed of the current law, the range of fault-based liabilities is decreased in these countries today. In Iran law, some provisions of faultless liability are approved ambiguously in some acts as exceptions such as Consumer Protection Act or the Car Consumer Protection Act, which believe that only proving causation relationship in loss is enough for the damaged consumer. It means that, practically, the faultless or pure liability is accepted in these regulations; although it has not been mentioned explicitly that the damaged party is needless of proving fault. In the context of authenticating the causation in contractual and non-contractual liability, Iran law has accepted various theories in cases of imposing loss, whether it is longitudinal, transverse, or concise means. This is because; each theory can be useful in a specific way. Subject to defective food product manufacturing, whereby article 14 of Consumption Protection Act, the theory of partnership is accepted due to the level of impact because it guarantees the rights of the damaged party. However, in the perspective of the author, the conventional causation theory shall be used for judgment by the magistrate, meaning the same causation relationship surrounded by the situation of damaging event in any case. It means that all factors and conditions affecting an event shall be considered; regardless of a special rule. On the damage imposed on the consumer, the manufacturer is first recognized as the customary liable among manufacturing agents.

As safety commitment includes some legal and contractual foundations, it could be mentioned that if the damaged consumer, in Iran law, presents a lawsuit based on contractual liability, as the defendant gets free from charges in contractual liability against the loss imposed just by proof of the force majeure, the commitment is to the consequence that is the health of the produced product, because the manufacturer is responsible for providing healthy food products for the consumers and third parties to protect their health. Therefore, the manufacturer can prove acting based on the commitment to the safety of the consumer. Hence, the legal guarantee shall be dominated on relations of professional individuals and consumers instead of a contractual decision. However, based on the significance of the arbitration of custom in case of customary nature of a matter in custom and habit, legal statistics can be rejected. The commitment is based on a certain consequence, which is the health of the food product. When implicit commitment is required for the food product, contractual liability is preferred; although there are some disputes in this field.

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