**Suspension of the Contract in Case of Temporary Impossibility of Performance of the Obligation**

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**Abstract**

In commutative contracts, the actual exchange of two considerations is basic to contract and compulsory delivery of subject matter of contract and compulsory performance of obligations arising therefrom is also among the rules of the synallagmatic contracts for mutual exchange. Also, any negligence in the performance of the contractual obligation or the supervening impossibility of performance subsequent to the formation affects the status of the contract. In the case where an external factor renders the performance of one of two reciprocal obligations impossible, if such impossibility is permanent, the contract becomes dissolved and if it is of a temporary nature, it shall give the obligee the right to rescind the contract known as the option of the impossibility of delivery. However, in case the obligee does not wish to terminate the contract the question is that is he entitled to withhold performance of his own obligation and to bring the performance of the contract into suspension? Iranian Civil Code has not expressly mentioned this rule, but such a right can be deduced from a number of statutes as well as the general principles of commutative contracts. Furthermore, in the course of suspension, the obligee is not liable for the non-performance or delay in performance of the obligation. Suspension of the performance of the contract is similar to right of lien in some respects. Our aim in this article is to review the right of suspension of the contract and then to substantiate the existence of this right under Iranian Law.

**Keywords:** Impossibility of Performance of Obligation, Principle of the Interdependency, Right of Lien, Suspension of Contract.