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Revocation of Offers in International Contracts for the Sale of Goods: A Comparative Legal Analysis of Iranian, English, and French Law in Light of the CISG

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ABSTRACT

The revocation of offers constitutes a significant issue in the formation of international sales contracts because it directly affects the balance between contractual freedom and the protection of legitimate commercial expectations. This article examines the legal framework governing revocation of offers in Iranian, English, and French law and compares these approaches with the United Nations Convention on Contracts for the International Sale of Goods (CISG). The study adopts a comparative doctrinal method and focuses on the legal nature of an offer, the distinction between withdrawal and revocation, the moment at which revocation becomes effective, the treatment of fixed-period offers, the role of irrevocability, and the protection of reliance by the offeree. The findings show that Iranian law generally recognizes the revocability of an offer before acceptance, although binding undertakings and contractual mechanisms may restrict this power. English law similarly adopts revocability as the general rule, but traditionally requires consideration for an enforceable option to keep an offer open. French law provides stronger protection for the stability of an offer where the offeror has fixed a period or otherwise undertaken not to revoke. The CISG adopts a balanced and autonomous approach by permitting revocation as a general rule while prohibiting it where the offer indicates irrevocability or where the offeree has reasonably relied on the offer as irrevocable and acted accordingly. The Convention also distinguishes withdrawal from revocation and protects an offeree who has already dispatched acceptance. The study concludes that the CISG provides a coherent compromise between offeror autonomy and transactional security and offers a useful model for clarifying Iranian law concerning irrevocable offers, fixed acceptance periods, and reliance-based protection in modern commercial transactions.

Keywords: *Revocation of Offer; International Sale of Goods; CISG; Iranian Law; English Law; French Law; Contract Formation; Irrevocable Offer*

Introduction

The formation of a contract is ordinarily explained through the interaction of two legally relevant manifestations of intention: offer and acceptance. Although this conceptual structure appears straightforward, the period between the communication of an offer and its acceptance creates one of the most complicated stages of contractual relations. During this interval, the offeror may reconsider the proposed transaction, market circumstances may change, the value of the goods may fluctuate, or another commercial opportunity may arise. At the same time, the



offeree may reasonably organize its affairs on the assumption that the offer remains available, may incur expenditure in preparation for performance, or may refrain from pursuing alternative commercial opportunities. The law governing revocation of offers therefore stands at the intersection of two competing principles: the freedom of the offeror not to remain indefinitely bound by an unaccepted proposal and the need to protect reasonable expectations and transactional security. In Iranian contract law, the traditional analysis of contract formation emphasizes the necessity of joining acceptance to the offer before a binding contractual relationship comes into existence, which has important consequences for the legal position of the offeror before acceptance (1). The same issue assumes greater complexity in international sales, where the parties may operate under different legal systems and may consequently have different assumptions concerning whether an offer can be withdrawn or revoked before acceptance (2).

An offer is more than a preliminary expression of willingness to negotiate. It must contain a sufficiently definite manifestation of intention to conclude a contract if accepted and must be distinguishable from advertisements, invitations to negotiate, preliminary discussions, and other statements that do not establish an immediate possibility of contractual formation. The distinction is especially important because the legal rules governing revocation presuppose the existence of a legally recognizable offer. Iranian legal doctrine generally associates contractual formation with the convergence of two complementary expressions of intention, while emphasizing that the declaration of intention must disclose a serious and definite intention to create the contemplated legal effect (3). The terminology of offer and acceptance is likewise connected to the broader principle of autonomy of will, according to which contractual effects arise from legally recognized intention expressed in a manner capable of being understood by the other party (4). Consequently, revocation does not concern every proposal exchanged during negotiations; rather, it concerns the legal power of a person who has made an operative offer to deprive that offer of its capacity to be accepted before the contract is formed.

The problem is particularly significant in contracts for the international sale of goods. International transactions often involve communications across geographical distances, differences in working days and commercial practices, electronic or documentary communications, and considerable delay between the making of an offer and the receipt or dispatch of an acceptance. The law must therefore determine not merely whether revocation is possible but also when an offer becomes effective, when a revocation becomes effective, whether a statement that an offer will remain open prevents revocation, and whether reliance by the offeree can convert an otherwise revocable offer into an irrevocable one. International sales law requires predictable rules because uncertainty regarding the continued existence of an offer may affect procurement, transportation, financing, insurance, foreign-exchange arrangements, and the allocation of commercial risk (5). The significance of harmonized rules becomes particularly apparent when the domestic laws of the parties adopt different theoretical foundations for the binding force of an offer (2).

The Iranian legal system approaches the problem against the background of civil-law doctrine and Imami jurisprudence. A central proposition in classical contract theory is that an offer standing alone does not ordinarily produce the final contractual effect because the contract requires the conjunction of two wills. From this perspective, the offeror retains considerable authority over an offer before acceptance. Classical jurisprudential writings recognize the decisive role of the concurrence of offer and acceptance in the formation of consensual transactions, and an isolated declaration is not generally treated as equivalent to a completed bilateral agreement (6). Similar reasoning may be found in jurisprudential discussions concerning the formation of transactions and the relationship

between offer and acceptance (7). Modern Iranian civil-law scholarship has developed these foundations by distinguishing the legal significance of the offer from the final binding force of the contract, while debating whether an offer can itself create obligations in exceptional circumstances (1). The result is a system in which revocability before acceptance can be regarded as the ordinary rule, while the possibility of protecting an undertaking to keep an offer open requires further doctrinal justification.

English law reaches a superficially similar result through a different conceptual route. The traditional common-law position allows an offer to be revoked before acceptance, even when the offeror has declared that the offer will remain open for a stated period, unless the promise to keep the offer open is itself supported by consideration or otherwise assumes legally binding form. The structure of this approach reflects the central common-law distinction between a bare promise and an enforceable contractual undertaking. Thus, the problem of irrevocability is linked not merely to the unilateral intention of the offeror but to the doctrinal requirements governing enforceability. For international merchants accustomed to civil-law conceptions of reliance, good faith, or unilateral commitment, the English approach may therefore produce results that are not intuitively expected. In international legal analysis, this difference demonstrates why a uniform sales convention cannot simply reproduce the rules of either common law or civil law but must construct a compromise capable of operating across both traditions (2).

French law historically approached the offer through concepts emphasizing the seriousness and firmness of the offeror's expressed intention, while recognizing the need to protect the offeree where an offer is intended to remain open for a specified period. Compared with the traditional English doctrine of consideration, French legal thought has been more receptive to the proposition that the offeror's commitment regarding the duration of an offer may itself have legal consequences. This orientation is compatible with a broader civil-law tendency to evaluate contractual conduct through doctrines of obligation, good faith, and legitimate expectations rather than requiring an independent exchange of consideration for every subsidiary undertaking. Although Iranian and French law belong to different historical and doctrinal traditions, their comparison is useful because both systems provide alternatives to the common-law technique for explaining why an offer may become temporarily protected against revocation. General civil-law analysis of obligations likewise demonstrates that the legal effects of unilateral declarations cannot be separated from the broader principles governing intention, reliance, and obligatory relations (8).

The United Nations Convention on Contracts for the International Sale of Goods establishes its own regime governing offers, their withdrawal, revocation, rejection, and acceptance. Its provisions seek to reconcile the different solutions found in national systems. The Convention recognizes revocability as the general rule but limits the offeror's power of revocation in circumstances where the offer indicates that it is irrevocable or where the offeree reasonably relies on the offer as being irrevocable and acts in reliance on it. At the same time, the Convention distinguishes withdrawal from revocation. An offer may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer, whereas revocation operates after the offer has become effective but before the relevant temporal limit established by the Convention. This distinction is doctrinally important because withdrawal prevents the offer from acquiring operative effect, while revocation terminates an offer that has already become effective (2). The Convention therefore constructs a carefully calibrated system that preserves commercial flexibility while preventing opportunistic revocation where the offeror has created a reasonable expectation of stability.

A comparative examination of Iranian, English, and French law in light of the CISG is valuable because similarity in the basic rule of revocability may conceal substantial differences in rationale, exceptions, timing, and remedial consequences. Iranian law must reconcile the traditional proposition that an offer may be revoked before

acceptance with doctrines capable of giving effect to an undertaking not to revoke. English law emphasizes consideration and the special status of an option supported by consideration, while also restricting revocation through rules governing communication and the timing of acceptance. French law provides a civil-law model more willing to recognize the normative significance of a period during which the offer has been promised to remain open. The CISG, by contrast, adopts neither system completely. It establishes a transnational rule combining revocability with explicit protection for declared irrevocability and reasonable reliance. The research objective of this article is therefore to determine the principal similarities and differences among Iranian, English, and French law concerning revocation of offers in international sales, to assess the extent to which the CISG accommodates those different approaches, and to identify the implications of the Convention's model for the development and application of Iranian contract law.

Conceptual and Legal Framework of Offer Revocation under the CISG

A proper analysis of revocation under the CISG begins with the distinction between the existence of an offer and the moment at which that offer becomes legally effective. The Convention does not treat every commercial proposal as an offer. A proposal must demonstrate an intention to be bound in case of acceptance and must possess the degree of definiteness required by international sales law. This conception corresponds to the general contractual proposition that an offer must represent a serious manifestation of contractual intention rather than a mere preliminary invitation (3). Iranian doctrine similarly distinguishes an operative declaration of contractual will from negotiations and preparatory communications that lack a final intention to contract (1). These distinctions matter because the CISG rules on withdrawal and revocation apply only after identifying a communication capable of operating as an offer.

The Convention differentiates sharply between withdrawal and revocation. This distinction is sometimes obscured in general legal usage because both mechanisms may result in the proposed transaction not being concluded, yet their legal structures are different. Under the CISG, an offer becomes effective when it reaches the offeree. Before that moment, the offeror may prevent the offer from taking effect by ensuring that a withdrawal reaches the offeree before or at the same time as the offer. In conceptual terms, withdrawal attacks the effectiveness of the offer at its inception. If the relevant communication arrives in time, the offer does not become an operative basis for acceptance. Revocation, by contrast, presupposes that the offer has already become effective and concerns the power to terminate its continuing capacity to be accepted. The distinction is consistent with the broader law of declarations of intention, in which communication and receipt can determine when an outward manifestation acquires legal relevance (8). International sales scholarship emphasizes this temporal structure because communications between parties in different states may pass through multiple channels and may not be received in the order in which they were sent (2).

The general rule established by Article 16 of the CISG is that an offer may be revoked if the revocation reaches the offeree before the offeree has dispatched an acceptance. The rule contains an important compromise. On one hand, the offer is not transformed into a binding obligation merely because it has reached the offeree; the offeror ordinarily remains free to revoke it. On the other hand, the Convention does not permit revocation throughout the entire period preceding the actual receipt of acceptance by the offeror. Once the offeree has dispatched its acceptance, revocation is no longer permitted under Article 16(1), even though, under the Convention's general receipt principle, the acceptance may not yet have become effective. This creates a protected interval between

dispatch of the acceptance and its receipt. The solution limits the risk that an offeror might revoke after the offeree has committed itself by sending an acceptance but before that acceptance arrives. In this respect, the Convention adopts a compromise between a strict receipt theory and the protection traditionally associated with dispatch-based approaches (5).

The significance of the dispatch of acceptance becomes clearer when Article 16 is read together with the provisions governing the effectiveness of acceptance and the time of contract formation. An acceptance generally becomes effective when the indication of assent reaches the offeror. The contract is concluded when acceptance becomes effective according to the Convention. Nevertheless, revocation must reach the offeree before the acceptance has been dispatched. Accordingly, there may be a short period during which no contract has yet technically been formed but the offer has ceased to be revocable. This structure is deliberate. It allocates the risk of transmission in a manner that protects an offeree who has already taken the decisive step of dispatching acceptance. The Convention thereby avoids the harsh possibility that an offeree, after sending a conforming acceptance in reliance on an outstanding offer, could lose the transaction because a later revocation arrives before the acceptance reaches the offeror (2).

Article 16 nevertheless subjects the general power of revocation to two major exceptions. The first concerns an offer that indicates that it is irrevocable. The indication may result from fixing a period for acceptance or from other language or circumstances demonstrating that the offer is intended to remain open. The importance of this provision lies in its rejection of a purely formal conception of irrevocability. The Convention does not require the offeree to provide separate consideration merely to make an undertaking not to revoke legally effective. Instead, the offer itself may establish its irrevocable character. This approach corresponds more readily with legal systems in which unilateral or pre-contractual commitments can possess legal significance without the distinct common-law requirement of consideration (2). From an Iranian perspective, the provision is particularly significant because it offers a direct solution to a matter that domestic law has traditionally addressed through doctrinal analysis of binding undertakings, conditions, and the general principles governing obligations (1).

Fixing a period for acceptance deserves separate attention because it may serve two different functions. It may merely determine the time after which the offer expires, or it may indicate that the offeror undertakes to keep the offer open throughout that period. The legal difficulty lies in distinguishing these meanings. A merchant who states that an offer is "open until 30 June" might intend merely to establish the latest moment at which acceptance may be communicated, or might intend to promise that the offer will not be revoked before that date. The CISG addresses this problem by treating the fixing of a period as a potentially significant indication of irrevocability. Interpretation must nevertheless occur in accordance with the Convention's rules and the circumstances of the transaction. The legal effect therefore depends upon the intention reasonably attributable to the offer and the surrounding commercial context rather than upon an automatic rule detached from the parties' communications. The importance of interpreting manifestations of intention according to their objective meaning is also recognized in Iranian theories of contract formation (3).

The second exception under Article 16 protects reliance. An offer cannot be revoked where it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree acted in reliance on it. This provision is among the most important elements of the CISG compromise because it protects the offeree even where irrevocability does not rest exclusively upon an express promise. Reasonable reliance may arise from the language of the offer, previous dealings, trade practices, the nature of the proposed transaction, or conduct by the offeror that

would lead a reasonable merchant to believe that the offer would remain available. The requirement that the offeree actually act in reliance prevents purely subjective expectations from restricting the offeror. There must be a connection between the expectation of irrevocability and conduct undertaken on that basis. Such protection reflects a broader concern for transactional security and the prevention of conduct inconsistent with expectations legitimately created during commercial negotiations (5).

Reliance-based irrevocability is particularly relevant to international commerce because preparation for acceptance may itself require substantial expenditure. An offeree may arrange financing, reserve shipping capacity, obtain import authorizations, inspect goods, secure insurance, organize production processes, or negotiate related downstream contracts before transmitting an acceptance. If the offeror's words or conduct reasonably indicate that the offer will remain open, revocation after such reliance may impose substantial losses even though no final contract has yet been formed. The CISG therefore recognizes that a legal system focused solely on the absence of a concluded contract would inadequately address modern commercial practice. The protection of reliance does not eliminate the distinction between negotiations and contract, but it modifies the offeror's power where the offeror has generated a justified expectation. In this respect, the Convention balances autonomy with commercial responsibility.

The effect of revocation must also be distinguished from rejection and lapse. Under Article 17, an offer terminates when rejection reaches the offeror, even if the offer is otherwise irrevocable. The rationale is that irrevocability protects the offeree's opportunity to accept; once the offeree definitively rejects the offer, there is ordinarily no reason to preserve that opportunity. An offer may also cease to be capable of acceptance when the period fixed for acceptance expires or, in the absence of a fixed period, when the reasonable period contemplated by the Convention has passed. These mechanisms differ fundamentally from revocation because they do not result from the offeror's decision to terminate the offer after it has become effective. Iranian legal analysis likewise distinguishes revocation by the offeror from rejection by the addressee and from other causes by which an offer loses its legal capacity to be accepted (5). Maintaining these conceptual distinctions prevents the law of revocation from becoming confused with the broader law governing extinction of offers.

A further question concerns the legal consequence of an attempted revocation where the offer is irrevocable under Article 16(2). The Convention establishes that such an offer cannot be revoked, meaning that the attempted revocation does not deprive the offeree of the power to accept within the relevant period. The Convention's primary concern is therefore the continuing effectiveness of the offer rather than the creation of a separate damages regime for wrongful revocation. If the offeree accepts in accordance with the Convention, a contract may still be formed despite the offeror's attempted revocation. Issues falling outside the Convention's scope may in some cases remain subject to the applicable domestic law. This allocation is consistent with the limited substantive scope of the CISG and its purpose of regulating international sales without necessarily governing every issue connected to pre-contractual liability (2).

The CISG framework thus rests on a structured progression. Before receipt, the offer may be withdrawn if the withdrawal arrives first or simultaneously. After receipt, the offer is generally revocable, but revocation must reach the offeree before acceptance is dispatched. Revocation is excluded where the offer indicates irrevocability or where reasonable reliance has been induced and acted upon. Rejection and expiration independently terminate the offer. This arrangement demonstrates that the Convention does not choose between absolute revocability and absolute binding force. Instead, it creates a commercially oriented model based on communication, timing, expressed

intention, and justified reliance. That model provides an appropriate benchmark for evaluating the considerably different mechanisms through which Iranian, English, and French law address the same problem.

Revocation of Offers in Iranian, English, and French Law

Iranian law does not contain a single comprehensive statutory regime equivalent to Articles 15–17 of the CISG governing the creation, withdrawal, revocation, and termination of offers. The rules must therefore be reconstructed from the Civil Code, general principles of contract law, Imami jurisprudence, and legal doctrine. Iranian contract law places particular emphasis on the meeting of wills as the foundation of contractual obligation. A contract arises when legally effective intention is expressed by the parties in complementary form, and an offer preceding acceptance remains only one component of the process of contractual formation (9). The sale contract itself is based on agreement concerning the subject matter and price expressed through offer and acceptance, and the legal effect of sale cannot ordinarily be attributed to the offer alone (10). Accordingly, the traditional starting point is that the offeror may revoke an offer before acceptance because the bilateral legal act has not yet been completed.

The jurisprudential foundations of this position are important. In Imami jurisprudence, offer and acceptance are analyzed as manifestations whose conjunction produces the transaction. Before the acceptance becomes connected with the offer in a legally recognized manner, the offer alone generally does not establish the completed contractual relationship (6). Jurisprudential discussions regarding transactions likewise recognize the significance of continuity between the parties' manifestations and the continuing existence of the offer at the time of acceptance (7). The underlying logic is that an offer is an expression directed toward the formation of a bilateral legal act; if the person who made that expression retracts it before the required complementary intention becomes effective, the basis for subsequent contractual formation disappears. Discussions of contractual formulas and the connection of offer and acceptance in later jurisprudential works similarly reflect the centrality of concurrence between the parties' wills (11).

Modern Iranian doctrine has nevertheless questioned whether the proposition that no final contract yet exists necessarily means that an offer can never generate a legally protected commitment. The absence of the final sale contract does not logically exclude the possibility that the offeror may separately undertake to keep an offer open. Iranian law recognizes the principle of freedom of contract and the possibility of creating binding obligations through lawful contractual arrangements. An undertaking not to revoke may therefore be incorporated into a separate agreement or a binding contractual condition (1). Where the promise to keep an offer open forms part of a binding legal arrangement, the problem is no longer merely whether the original offer remains revocable as a unilateral manifestation; it becomes a question of whether the offeror may disregard an independent obligation undertaken toward the offeree. General principles governing obligations support the proposition that a person who has validly undertaken a contractual duty cannot simply neutralize that obligation through unilateral conduct (3).

A more difficult question arises where the offeror merely states in the offer itself that it will remain open until a specified date, without entering into a separate contractual arrangement supporting that undertaking. One approach treats the offer as revocable because, until acceptance, there is no contract capable of imposing an obligation on the offeror. Under this analysis, specifying a deadline determines the temporal boundary of acceptance but does not necessarily deprive the offeror of the power to revoke before that deadline. Another approach places greater weight on the declared commitment and on the reasonable expectations generated by it. Iranian doctrine has therefore examined mechanisms through which the undertaking may be made obligatory, including a condition

contained in another binding contract or other recognized forms of commitment (1). The issue exposes the tension between the traditional bilateral conception of contractual obligation and the commercial demand for stability during the offer period.

The principle of autonomy of will supports a more flexible interpretation where the offeror has clearly undertaken not to revoke. Iranian private law recognizes that lawful manifestations of contractual intention can create obligations where the requirements of validity are satisfied (12). If parties conclude an agreement under which the offeror must keep an offer open, the agreement may be binding even though the contemplated principal sale contract has not yet been concluded. The doctrine of conditions may also provide a mechanism where the obligation not to revoke is inserted into another binding contract. Such techniques are important because they separate the validity of the offer from the enforceability of the undertaking to maintain it. The offer may remain conceptually distinct from the contract, yet the offeror's freedom to revoke can be contractually restricted.

The requirement of communication is equally significant. Revocation should not ordinarily operate solely as an undisclosed change of mind. An offer exists in the sphere of contractual communication, and the offeree's power to accept cannot reasonably be terminated by an intention that has never been communicated. Iranian legal doctrine emphasizes the external manifestation of intention as an essential element in giving legal significance to internal will (3). This supports the conclusion that revocation must become known or be communicated in a legally relevant manner before it can prevent acceptance. An offeror who internally abandons the transaction while allowing the offeree reasonably to believe that the offer remains open has not completed the communicative act necessary to terminate the operative proposal. Although Iranian statutory law does not regulate every detail of this question, general principles concerning declarations of intention support the need for an outward manifestation.

English law begins from a strong rule of revocability. An ordinary offer can generally be revoked at any time before acceptance, even where the offeror has stated that the offer will remain open for a particular period. The distinctive element is that the promise to keep the offer open does not ordinarily become binding merely because it is stated. Under the traditional common-law doctrine, an option to keep an offer open requires consideration if it is to constitute an enforceable contractual commitment. This means that the offeror's assurance and the underlying offer are analytically separable: the principal offer may exist and be capable of acceptance, while the collateral promise not to revoke remains unenforceable unless supported by the legal requirements of an option contract. Comparative international-sales scholarship identifies this position as one of the characteristic points of divergence between common-law and civil-law approaches (2).

English law nevertheless limits revocation through communication. The offeror cannot terminate an offer merely by changing intention privately. Revocation must be communicated to the offeree before acceptance. The information need not always come directly from the offeror if the offeree reliably learns that the offeror has acted inconsistently with the continued existence of the offer, such as by disposing of the subject matter to another person. The underlying point is that contractual power is affected by communicated facts rather than concealed intention. This aspect of English law substantially converges with the communicative structure adopted by international sales law (5). It also demonstrates that even a legal system strongly committed to revocability protects the offeree against secret revocation.

The interaction between revocation and the postal acceptance rule historically created a particularly important feature of English law. Where the postal rule applies, acceptance may become effective upon dispatch rather than receipt. Consequently, once the offeree has properly posted the acceptance, an attempted revocation arriving

thereafter is too late even if the offeror has not yet received the acceptance. This structure protects the offeree during the period of transmission and restricts the offeror's power at an earlier point than would a pure receipt rule. The CISG does not adopt the postal rule as its general rule for the effectiveness of acceptance, but Article 16 nevertheless produces a partially analogous result by making revocation ineffective once acceptance has been dispatched. International sales law thus takes from common-law experience the need to protect a dispatched acceptance while retaining a receipt-based rule for the actual effectiveness of acceptance (2).

The English doctrine of consideration creates a substantial difference from the CISG where the offer expressly states that it will remain open. Under the Convention, an indication of irrevocability may itself prevent revocation without a separate exchange of consideration. English domestic law traditionally demands more before a promise to maintain the offer becomes contractually binding. The commercial consequence is significant. A merchant operating under English law may regard an unsupported promise to keep an offer open as revocable, whereas the same language in a CISG transaction may render the offer irrevocable. This illustrates why the governing legal regime must be identified before domestic assumptions are applied to an international sale.

French law has traditionally placed greater emphasis than English law on the firmness and duration of an offer. An offer must exhibit an intention to be bound in the event of acceptance, and where the offeror has specified that the proposal will remain open for a certain period, the legal system has been more receptive to restricting premature revocation. The underlying civil-law rationale does not depend upon consideration. Instead, the legal analysis may focus on the binding quality of the undertaking, the need for good-faith conduct, and the protection of the offeree's legitimate expectation that the stated period will be respected. Comparative private-law analysis therefore places French law closer to the CISG than traditional English law on the question of offers intended to remain open (2).

The French approach also illustrates an important distinction between the effectiveness of revocation and the consequences of wrongful revocation. A legal system may recognize that premature revocation violates a duty without necessarily treating the subsequently attempted acceptance as automatically forming the principal contract in every circumstance. This distinction reflects the difference between preserving the offer in existence and imposing liability for withdrawing it contrary to a legal duty. It is especially important in comparative analysis because national systems may agree that the offeror has acted wrongfully while differing as to whether the remedy consists of contractual formation, damages, reliance protection, or another consequence. General law-of-obligations analysis demonstrates that the existence of a duty and the particular remedy for its breach are conceptually distinct matters (8).

Iranian and French law thus share a greater openness to explaining irrevocability without the common-law doctrine of consideration, although the doctrinal machinery is not identical. Iranian law frequently seeks a contractual or jurisprudential basis for the obligation to maintain an offer, whereas French law has developed the matter within a broader law of offers and pre-contractual obligations. English law, by contrast, traditionally protects an option through consideration. These divergences confirm that the simple statement that "an offer is revocable before acceptance" is insufficient for comparative purposes. The decisive issues are whether a promise to keep the offer open is independently binding, whether a fixed acceptance period implies irrevocability, when revocation becomes effective, how reliance is protected, and what legal consequence follows from premature revocation. It is precisely on these matters that the CISG constructs a distinct transnational compromise.

Comparative Analysis in Light of the CISG

The most obvious point of convergence among Iranian, English, French, and CISG rules is the rejection of an absolute principle that every offer, once made, must remain available until accepted or expired. In all four regimes, ordinary offers are capable of termination before acceptance under at least some circumstances. The deeper comparative question concerns the conditions under which the offeror's freedom is restricted. Iranian law begins from the proposition that, before acceptance, the final contractual relationship has not yet arisen, and this supports a general power of revocation (1). Traditional English law similarly recognizes broad revocability but derives it from the absence of a binding option unless consideration exists. French law, while accepting that an offer is not itself the completed contract, has generally attached greater normative importance to a commitment to keep an offer open. The CISG adopts revocability as its formal starting point but then subjects that principle to substantial exceptions protecting declared irrevocability and reasonable reliance (2). The similarity in initial rule therefore conceals meaningful differences in doctrinal justification and practical operation.

The first major comparative issue is the distinction between withdrawal and revocation. The CISG provides unusual conceptual precision by treating withdrawal as a mechanism operating before the offer becomes effective and revocation as a mechanism terminating an already effective offer. This distinction is highly suitable to international commerce because it allows the law to deal with communications that cross in transmission. If the offeror sends an offer and then immediately sends a faster communication withdrawing it, the legal result depends on whether the withdrawal reaches the offeree before or simultaneously with the offer. The principle reflects the importance of receipt in international communications and prevents an offeree from acquiring a legally significant power of acceptance before becoming aware of the offer itself. Iranian doctrine does not always employ the same terminological separation with equal statutory precision, but the distinction is compatible with the general theory of declarations of intention: an expression that has not yet entered the sphere of the addressee may be prevented from acquiring effect more readily than an operative offer already communicated (3).

A second point concerns the temporal limit of revocation after an offer has become effective. Under the CISG, the decisive cut-off point is dispatch of acceptance: revocation must reach the offeree before acceptance is dispatched. This is an especially sophisticated compromise because acceptance itself generally becomes effective only upon receipt by the offeror. Consequently, the Convention creates a period in which the offer cannot be revoked although the contract has not yet technically been formed. The rule protects the offeree's commitment once acceptance is placed into transmission. English law reaches a comparable practical result in cases governed by the postal acceptance rule, although the doctrinal mechanism differs because acceptance itself may then be effective upon posting. By contrast, a pure receipt theory without a separate limitation on revocation could allow revocation during transmission of acceptance, creating an undesirable race between communications. The CISG deliberately avoids that instability (5).

Iranian law does not provide a comparably detailed statutory solution to the temporal competition between a dispatched acceptance and a revocation. The problem must be resolved through general principles governing manifestation, communication, and the moment of contractual formation. Iranian scholarship has debated whether contracts between distant parties should be regarded as formed upon declaration, dispatch, receipt, or knowledge of acceptance, because the selected theory affects both the moment of formation and the offeror's power to revoke (1). From the standpoint of international commerce, the CISG rule offers greater predictability because it

distinguishes the time when acceptance becomes effective from the earlier time when the power of revocation terminates. Adoption of a similar conceptual separation could reduce uncertainty in Iranian law without requiring abandonment of the general principle that the contract itself is formed only when the legally relevant acceptance becomes effective.

The treatment of fixed-period offers reveals one of the clearest divergences. Under traditional English law, a statement that an offer will remain open for a certain time does not necessarily prevent revocation because the promise to keep it open requires consideration if it is to constitute a binding option. The CISG does not adopt this requirement. Article 16(2)(a) allows the offer to be irrevocable where it indicates irrevocability, including through the fixing of a period for acceptance where such language conveys that meaning. The difference is not merely technical. It reflects two competing conceptions of obligation. English law asks whether a separate enforceable promise to keep the offer open has been created according to common-law requirements. The CISG asks primarily whether the offer objectively indicates that it is not revocable. This makes the Convention's approach more accessible to merchants from civil-law systems and reduces dependence upon domestic doctrines unfamiliar to international traders (2).

Iranian law occupies an intermediate and somewhat less certain position. The traditional bilateral conception of contract supports the argument that specifying an acceptance period merely defines the lifespan of the offer and does not necessarily make it irrevocable. Yet Iranian law contains mechanisms capable of making an undertaking not to revoke binding, especially where the obligation forms part of a valid contractual arrangement or condition (1). The principle of contractual autonomy further supports enforcement of lawful commitments intended to restrict the offeror's freedom (12). Consequently, the practical gap between Iranian law and the CISG may be narrower where the commitment is embedded in a recognized obligation, but wider where the purported irrevocability rests solely on the unilateral wording of the offer. The CISG provides the stronger protection in the latter situation.

French law stands closer to the CISG in recognizing the significance of a period during which the offer is intended to remain open. The civil-law conception does not require the offeree to furnish consideration merely to stabilize the offer. The offeror's declaration concerning duration may therefore have legal significance in its own right. Yet a further comparative distinction concerns remedy. The CISG's formulation that an offer "cannot be revoked" suggests preservation of the offer's capacity to be accepted where Article 16(2) applies. Domestic systems may instead conceptualize premature revocation principally as wrongful conduct giving rise to liability. The difference between ineffective revocation and effective but wrongful revocation is substantial. In the first model, the offeree may still form the intended contract by acceptance; in the second, the principal transaction may fail while damages become available. Comparative analysis must therefore distinguish the substantive duty not to revoke from the procedural and remedial consequences of violating that duty.

The reliance exception in Article 16(2)(b) represents perhaps the most innovative element of the Convention from the perspective of the three domestic systems. It prevents revocation when it was reasonable for the offeree to rely upon the offer as irrevocable and the offeree acted in reliance on it. This rule creates a bridge between formal commitment and commercial reality. It does not require an express statement that the offer is irrevocable if the surrounding circumstances reasonably create that expectation. Nor does it require a completed collateral contract. The rule is particularly valuable in international transactions, where parties frequently undertake preparatory measures before formally accepting. International sales law recognizes the importance of commercial practices, prior dealings, and reasonable expectations in interpreting parties' conduct (2). Reliance-based irrevocability

therefore reflects the Convention's broader effort to construct rules suited to actual commercial behavior rather than purely domestic conceptual categories.

Iranian private law possesses doctrinal resources that could support similar protection, although it does not formulate an equivalent general rule of offer irrevocability based expressly on reliance. General principles concerning obligations, abuse of rights, good faith as a broader interpretive value, and liability for harmful conduct may provide avenues for protecting an offeree who reasonably incurs loss because of a commitment created by the offeror. However, the distinction between compensation for reliance loss and preservation of the offer itself must again be emphasized. A damages remedy does not necessarily mean that the offeree can compel formation of the contemplated sale. Iranian law's traditional focus on the necessity of agreement for contractual formation makes it difficult simply to deem the principal contract concluded merely because revocation was objectionable (9). The CISG avoids this difficulty by declaring revocation unavailable under specified conditions, thereby preserving the offeree's power to accept rather than relying solely on subsequent compensation.

The role of reliance also highlights a difference from traditional English law. Common law has historically been reluctant to treat reliance alone as a general substitute for consideration in the formation of an option contract. Although various doctrines may protect reliance in particular settings, the ordinary rule concerning revocation of an offer remains structurally tied to consideration. Article 16(2)(b) therefore departs significantly from classical common-law analysis. It protects reasonable reliance without requiring the formal creation of an option supported by consideration. The Convention's approach is better adapted to a transnational commercial context because the parties need not understand the technical domestic doctrine of consideration to determine whether conduct has rendered the offer irrevocable. Instead, the inquiry focuses upon commercially intelligible considerations: what the offer reasonably communicated and what the offeree reasonably did in reliance upon it.

The requirement that revocation reach the offeree is another area of substantial convergence. Across the systems examined, undisclosed revocation is difficult to reconcile with the communicative nature of contract formation. Iranian law recognizes that internal intention must ordinarily be manifested externally to acquire legal relevance (3). English law also requires communication of revocation, although reliable information from a third party may sometimes suffice. The CISG's receipt-based system provides a particularly clear rule by requiring revocation to reach the offeree within the relevant time. This reduces uncertainty over whether dispatch alone is sufficient and places the risk of failed transmission of revocation primarily upon the offeror. Such allocation is commercially defensible because the party seeking to terminate an existing legal possibility should ensure that the termination reaches the party whose power of acceptance is affected.

The comparative position becomes more complex when revocation is transmitted electronically. The fundamental principles remain applicable, but contemporary communications reduce the temporal gap between dispatch and receipt while creating new questions concerning automated systems, server receipt, working hours, and accessibility of messages. The thesis-based framework of the present analysis does not require a separate treatment of electronic contracting, yet the underlying distinction between dispatch and receipt remains relevant. The CISG's communication model is sufficiently functional to apply to modern methods provided that the relevant message can be regarded as having reached the addressee. Iranian principles concerning manifestation of intention can likewise accommodate electronic expressions without altering the fundamental requirement that contractual will be externally communicated. The essential question is not the physical form of the message but whether it has entered the sphere in which the recipient can legally be regarded as having received it.

Another important point is the relationship between revocation and rejection. Article 17 of the CISG provides that an offer terminates when rejection reaches the offeror even if the offer is irrevocable. This rule reveals the purpose of irrevocability: it protects the offeree's opportunity to accept, not an abstract existence of the offer independently of the offeree's wishes. Once the offeree rejects, the protected opportunity has been relinquished. A later attempt to accept cannot ordinarily resurrect the terminated offer unless the offeror renews it. Iranian contractual theory is compatible with this conclusion because rejection demonstrates the absence of the complementary intention necessary for contractual formation (1). The distinction further illustrates why revocation, rejection, lapse, death, incapacity, and counter-offer should not be collapsed into a single concept of "termination." Their causes and effects differ even if each may result in the offer no longer being capable of acceptance.

The CISG also provides a useful benchmark for evaluating legal certainty. English law has the advantage of doctrinal clarity in requiring consideration for a binding option, but that clarity may conflict with the expectations of international merchants unfamiliar with the doctrine. Iranian law contains flexible principles capable of supporting binding undertakings not to revoke, but the absence of detailed statutory rules may generate uncertainty over the precise status of a fixed-period offer. French law provides comparatively stronger protection for the stability of an offer intended to remain open, yet questions of remedy and the effect of wrongful revocation require careful differentiation. The CISG's principal strength lies in stating the relevant rules within the instrument governing the international sale itself. Parties can therefore determine revocability without resorting immediately to domestic law, thereby advancing the Convention's goal of uniformity and predictability in international commerce (5).

For Iranian law, the Convention offers particularly useful comparative guidance. Iranian doctrine already recognizes the importance of intention, contractual autonomy, and binding commitments, and therefore no fundamental conceptual obstacle prevents greater protection of expressly irrevocable offers. The more significant development would be explicit recognition of reliance as an independent basis for restricting revocation. Such a rule would respond to contemporary commercial conditions in which substantial preparatory conduct frequently occurs before final acceptance. It would also prevent an offeror from benefiting from expectations deliberately or reasonably created in the offeree. At the same time, any development should preserve the distinction between an ordinary revocable offer and circumstances sufficiently strong to justify irrevocability. Otherwise, excessive restrictions could discourage negotiation and undermine the legitimate freedom of parties to change commercial decisions before contracting.

The comparative evidence ultimately shows that the CISG does not simply represent a civil-law rule imposed on common-law states or a common-law rule modified by civil-law exceptions. It constitutes a hybrid solution. The general principle of revocability reflects the importance of offeror autonomy. The cut-off at dispatch of acceptance protects the offeree during transmission. Express or implied irrevocability protects commitments deliberately conveyed by the offeror. Reliance protects commercially justified expectations even without formal option arrangements. Receipt requirements enhance certainty. Taken together, these components produce a balanced regime that can function across legal traditions. Its value for Iranian law lies not in requiring wholesale transplantation, but in demonstrating how domestic doctrines of intention and obligation can be organized into a clearer framework for modern commercial transactions.

Conclusion

Revocation of an offer occupies a relatively short temporal stage in the formation of a contract, yet it raises fundamental questions concerning autonomy, reliance, certainty, fairness, and the allocation of commercial risk. The comparative analysis of Iranian, English, and French law demonstrates that the central issue cannot be resolved merely by asking whether an offer is revocable before acceptance. All three systems acknowledge, in different forms, that an ordinary offer does not necessarily bind the offeror indefinitely before a contract has been concluded. The meaningful differences concern the circumstances in which that power of revocation is restricted, the legal basis of those restrictions, the time at which revocation becomes ineffective, and the remedies available when an offeror attempts to revoke contrary to an undertaking or justified expectation.

Iranian law approaches the subject through the general structure of contract formation and the jurisprudential requirement that offer and acceptance combine to create the contractual relationship. Because an offer standing alone does not ordinarily constitute the completed bilateral transaction, the traditional position favors revocability before acceptance. This proposition remains persuasive for a simple offer that contains no commitment regarding its continued availability and has generated no special reliance. Nevertheless, Iranian private law is capable of recognizing restrictions upon this freedom. An offeror may assume an obligation not to revoke through a binding contractual arrangement, a condition within another contract, or another legally valid mechanism. The principal difficulty is not the complete absence of doctrinal resources but the absence of a sufficiently explicit and integrated statutory regime specifying when an offer becomes irrevocable and what consequences follow from an attempted premature revocation.

English law reaches a similar basic rule of revocability through a distinctive doctrinal mechanism. Its traditional requirement of consideration means that a promise to keep an offer open is not necessarily binding merely because it is clearly expressed. A separate option supported by consideration provides the conventional means of creating irrevocability. This solution offers conceptual precision within the common-law system but may be poorly adapted to international commerce where parties from other legal traditions cannot reasonably be expected to understand that an express promise to keep an offer open might remain revocable unless consideration exists. English law nevertheless provides significant protection through the requirement that revocation be communicated and, in appropriate cases, through dispatch-based acceptance rules. Its experience demonstrates both the advantages and limits of connecting irrevocability to the doctrine of consideration.

French law provides a contrasting civil-law approach in which the declared firmness and duration of an offer may have greater independent legal significance. A commitment that an offer will remain available for a stated period is more readily treated as capable of restricting premature revocation without requiring an additional exchange equivalent to common-law consideration. This approach gives substantial weight to stability in negotiations and to the legitimate expectations created by the offeror. Yet comparative analysis must distinguish between the proposition that revocation is wrongful and the separate question whether the attempted revocation is legally ineffective. The availability of damages and the continued power to accept are different remedies and should not be treated as interchangeable.

The CISG offers the most systematic solution among the regimes examined. It separates withdrawal from revocation, specifies the relevant moments of receipt and dispatch, recognizes revocability as the ordinary rule, and expressly defines situations in which the offer becomes irrevocable. Its distinction between withdrawal and

revocation creates conceptual clarity that is particularly valuable in cross-border communications. Withdrawal prevents an offer from becoming effective when it reaches the offeree before or at the same time as the offer, whereas revocation operates against an offer that has already taken effect. This distinction ensures that the law accurately reflects the temporal sequence of international communications rather than treating all forms of retraction as legally identical.

The Convention's rule that revocation must reach the offeree before acceptance is dispatched represents a particularly effective compromise. Although acceptance ordinarily becomes effective upon reaching the offeror, the power to revoke terminates earlier, when the offeree dispatches acceptance. The result protects the offeree against the risk of a revocation overtaking an acceptance already sent while retaining the receipt principle for actual contract formation. This intermediate solution avoids the harshness of permitting revocation until acceptance is received without adopting the postal rule as a general principle governing all international sales. It is one of the clearest examples of the Convention's effort to reconcile common-law and civil-law approaches through a rule designed specifically for international commerce.

The most significant contribution of the CISG lies in its treatment of irrevocable offers. An offer may be protected against revocation where it indicates that it is irrevocable, including where the language concerning the period for acceptance carries that meaning. The Convention therefore does not require a separate option contract supported by consideration. This position better reflects the reasonable expectations of international traders who are likely to understand a clear commitment to keep an offer open according to its ordinary commercial meaning. It also strengthens certainty by reducing the extent to which the legal effect of the same communication varies according to unfamiliar technical doctrines of domestic law.

The reliance exception develops this protection further. Where the offeree reasonably regards the offer as irrevocable and acts on that basis, the offeror cannot simply revoke the offer without regard to the expectations created by the transaction. This rule is particularly well suited to international trade, in which acceptance may be preceded by financing arrangements, logistical preparation, regulatory procedures, insurance, inspection, or related commercial commitments. The Convention thus recognizes that the legal significance of an offer may extend beyond its formal wording to the commercial conduct reasonably induced by it. The reliance rule prevents opportunistic behavior while remaining limited by requirements of reasonableness and actual action in reliance.

From the perspective of Iranian law, the CISG model provides a valuable framework for doctrinal clarification. The general revocability of an ordinary offer can be preserved, thereby respecting the traditional understanding that the principal contract does not arise before acceptance. At the same time, clearer recognition should be given to expressly irrevocable offers and to situations in which the offeror has intentionally created a reasonable expectation that the offer will remain available. Such recognition would not require treating every offer as a binding unilateral contract. It would instead distinguish ordinary commercial proposals from those in which the offeror's own conduct justifies restricting the power of revocation.

A useful development in Iranian contract law would therefore be the articulation of a structured rule under which an offer is generally revocable before the legally relevant stage of acceptance, subject to clear exceptions. An express commitment to keep the offer open should be capable of legal recognition without forcing courts to rely exclusively on indirect doctrinal constructions. A fixed period for acceptance should be interpreted according to the intention objectively conveyed by the offer and the surrounding circumstances rather than automatically being treated either as irrevocable or merely as an expiration date. Reasonable reliance accompanied by substantial

action should also receive meaningful protection where the offeror has created the appearance that revocation will not occur. Such an approach would enhance commercial certainty while preserving freedom of negotiation.

The comparison also demonstrates that uniform international sales law should remain autonomous from domestic assumptions. An English party should not automatically import the domestic doctrine of consideration into a transaction governed by the CISG, just as an Iranian party should not assume that the traditional domestic rule of revocability controls an offer governed by Article 16. Similarly, a French party should distinguish domestic consequences of premature withdrawal from the specific Convention rule that an offer falling within Article 16(2) cannot be revoked. Uniformity can be achieved only when the Convention is interpreted according to its own concepts rather than through national doctrinal categories.

Ultimately, the most defensible legal model is one that treats revocability as the starting point rather than an unlimited privilege. Before the offeree has committed itself and where no promise or reasonable expectation of stability exists, the offeror should remain free to revise commercial intentions. Once the offeror has expressly undertaken to keep the offer open, or has reasonably induced substantial reliance on its continued availability, unrestricted revocation becomes inconsistent with transactional fairness and commercial certainty. The CISG captures this balance more clearly than any rigid rule of either absolute revocability or automatic irrevocability. Its framework demonstrates that freedom of contract includes both the freedom not to contract and the responsibility to respect limitations voluntarily or reasonably assumed during the process of contract formation.

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