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Investigation of The Legal procedures for collecting deferred bank claims in Iran

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Abstract

Undoubtedly, one of the most important challenges facing the country's banking system over the past few years has been a growing number of deferred claims. In recent years, banks 'deferred claims have weakened banks' lending capacity further. In other words, deferred claims are one of the banking crises that causes the temporary or permanent withdrawal of part of the banking resources from the operating cycle and causes banks to face a lot of problems. Failure to reimburse on time and the creation and increase of bank late payoffs are a combination of internal and external factors in terms of pathology. The lack of internal management of facility recipients, economic conditions and inflation, the impact of the financial markets crisis and the weakness of the laws are among the factors that have an impact on the creation of deferred claims. For this reason, the importance of finding solutions to this problem has become more apparent.

Keywords: Banking system, Deferred claims, Facility, Legal documents, Legal procedures

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Introduction

Deferred claims form a major part of the potential funds of banks.

A huge financial source that has not yet come to life so that the bank can use it in its financial and investment cycle. Therefore, finding suitable ways to prevent this trend should be considered and suitable methods for collecting claims should be studied. Collection of bank demands is a collection of internal and external processes. This means that part of the process of collection (ie, negotiating with the customer, issuing instructions, etc.) is developed within the bank, and the improvement of these factors is within the jurisdiction of the banks. The use of well-trained banking forces along with the proper methodology to improve internal organizational factors will also be effective in meeting the demands. The document and its types are divided into three types: formal, ordinary, and formal. A document is a statement that can be cited in defense or defense.

At present, in Iran's commercial banks, three different types of documents are used for obtaining a bail, which are: formal document of entry into force, document in the form of a binding document and commercial document.

1. Official entry into force: A document registered under the relevant regulations in the notary's office and signed by the notary, the representative of the bank, the depositor, or the depositor, the mortgagor or valet, the collateral taker or the bailiff, the obligated or committed. The execution of such documents does not require legal action and judicial review, but is intrinsically enforceable through the office of the regulator. Banks now use three types of legally binding instruments:

A. Official Mortgage Document

Religion is realized in this type of document, which is governed by the provisions of the mortgage law of civil law. The debtor pays for the bail, movable or immovable property owned by himself or a third party to the mortgage bank and accepts himself and the mortgagor (if the property belongs to a third party).

B) The allocation of the facility

This document is also registered in the notarial office and in the notary's office, as is the formal and binding pamphlet, the only difference is that the document on the allocation of facilities with the mortgage document is that when establishing the document, the religion does not recognize the user of the facility The bank has not yet been owed to the bank.

C) Official documents

This type of document is also governed by the regulations in the home office, in which it undertakes to commit a thing or confess to debt, but not to bail out a commitment or payment of a debt. This document is also official and necessary and is executed as soon as the beneficiary (bank) so requests. However, because the collateral is not movable or immovable, the property must be identified and subjected to registration, and must be filed for registration and arrested and sold through the pricing and auction, and the sale proceeds from the demand of the construction bank.

2.The documents in the verdict of the entry into force

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Until the passage of the law of unbanked bankruptcy law was passed, only checks were made from commercial documents, which, according to the law, were legally binding. If the counterparty did not receive all or part of its payment, the checking officer would have been able to collect it in accordance with the laws and regulations relating to the filing of the registration and issue or pay the execution of the check. Therefore, the lawmaker of the Law on Bankruptcy Banking and its subsequent amendments stipulated that ("All contracts that are exchanged for the implementation of this law are governed by official documents under an agreement between the parties. "If the parties have no discrepancies in the provisions, they are binding and are subject to the provisions of the Code of Conduct for the execution of official documents.

3. Commercial documents

The third type of documents received as a bail from the customer is commercial documents, most notably checked and proven. cheque is subject to commercial law and has commercial document benefits, and is subject to the special law of issuing a check and has a criminal and legal aspect.

Methods of collecting deferred claims include:

1. According to the mortgage document - the document of the allocation of facilities

2. Based on the internal contract (bank)

3. Based on speculation

4. Cheque back

Receipt of Deferred Claims Based on Mortgage Institution Document of Assignment of Facility: The main difference between the mortgage document and the allocation of facilities is that when the mortgage certificate was registered in the official religion, it was not realized when the document on the allocation of religious facilities was made, but it was provided. While this difference has disappeared at the time of the request for the issuance of the act, it has become obsolete in this period since the time of religion in both types of document. With this view, the mortgage document is a document that is regulated by the notary public and is signed by both parties and the notary, and in which it is financially (movable or immovable) for religion or a guarantee of a commitment to bail.

2. The terms of deferred claims based on the internal contract of the bank: The Bankruptcy Banking Act, which has raised the copyright rate for mortgage documents, has led to an increase in the cost of the facility and the cost of receiving and receiving money from banks. There is also a lot of encouragement in the way of setting up official documents in the office, which slow down business stagnation.

3. Receipt of deferred claims on arrears on the basis of speculation: Definition of specification: According to the Commercial Code, (a) a promissory note under which the signatory undertakes to pay a specified amount of money at the scheduled date or in the form of a payee or a specified person, or to make that person's work. The main application of the promissory note: What is inferred from the foregoing and has

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long been commonplace in the commonplace of commercial societies and is still commonplace is that the speculative is the payment of a religion or a demand that can be transmitted by no-no-go-cart.

Application to the bank: Until the passage of the Bankruptcy Law passed without interest in the bank, various uses such as descending (similar to buying a religion), receipts (customer service), receivables from the downside (collecting the promissory note for earlier interest rates) Warranties, etc. With the deployment of bankruptcy without buying a surplus, the purchase of religion began to decline, and after a while abandoned. However, the acquisition of promissory notes as services for customers and the receipt of spectacles as loan guarantees and facilities are still in place. Proprietors 'Signatories and Proprietors' Benefits (Bank): The speculative is subject to the provisions of the commercial pledges. Under the business law (for the provider), and the person who accepts you, and the non-traders are liable to the holder. Since the notices are provided by the bank as a guarantee for the repayment of funds from customers, it can be said that the obligated promissory note (the borrower or borrower) and the signatories are implicitly, jointly and severally liable for the liability.

4. The receivables requirements are based on the return check: Definition of Czech: According to the Commercial Code (a check is a copy by which the issuer transfers all or part of the proceeds to the dispute to the other party). Check-in methods: There are two ways to get a check in the place described below:

A. Through the Courts of Justice: According to the Commercial Code, a check is one of the commercial documents bearing a debt and a definite certificate of creditor status, and that all judicial authorities consider the holder to be the debtor and the exporter in its sole discretion. But checks by government banks in addition to the privilege are criminal and the exporter is subject to prosecution and punitive penalties. Criminal complaints will not cost much to prosecute, and it quickly leads to the expropriation and arrest of the exporter. This lever of pressure often leads to the bank's collection. Therefore, it should be ensured that the checks made by customers are clearly stated in the date entered by them in the legally legally enforceable date of the verification, and Will result in the issuance of a non-payment certificate and within six months from the date of return, you will submit a complaint to the judicial authority.

B) through the enforcement of the registration: In order to issue a performance, the holder of the check must submit the same check or certificate to the execution of the registration of the place of registration. The execution of the registration, in the form of an execution order, shall be issued confirming that the signature of the exporter has been certified by the bank on behalf of the bank.

Filing an application with the application for the issuance of the license, the copy and the copy of the check and the certificate of non-payment, will execute the execution against the issuer and the account holder on the basis of the guarantee. Obviously, after knowing the correctness of the announcement of the performance and its history, and with the certainty of non-fulfillment of the obligation on the part of the debtor, the unclaimed property owes to the implementation of the registration and the request is made that, in accordance with the provisions of the documents relating to the arrest and evaluation of the property auctions Introduced.

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Conclusion

Since banking facilities include a variety of contracts and contracts, and on the other hand, the recipients are also a wide range of both natural and legal persons, hence, deferred claims have different circumstances and reasons for collecting claims.Therefore, it is not possible to prescribe a single procedure or version to track and collect delays. In this regard, the legal framework and the enforcement of bank rulings should assess all aspects of the existence of contracts, contracts, guarantees and guarantees, and less risky and less costly ways in which it is possible to restore in the shortest possible time To choose the financial cycle of the bank. The priority of the use of defects is determined on the basis of the value of the collateral and the easy and low cost of their execution. In order to enforce property claims, if the value of the bail is more or less than the amount of credit, certain legal solutions should be considered and taken with the least cost of execution, avoiding possible damage. In the case of double guarantees, such as bank checks and promissory notes, the manner and priority of using them also requires observing and considering the legal consequences and costs of running, and the proportion between the amount of demands and the supply must also be taken into account.

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