



Implications of the Breach of Presidential Campaign Promises: Comparison between Western Approaches and Islamic Teachings

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Abstract

Democracy is closely tied to elections, the right to self-determination, and political participation. In this context, promises made by candidates and political parties during election campaigns, while potentially facilitating the proper exercise of the right to vote, often become ineffective or meaningless due to certain electoral system flaws. These include a lack of oversight over promises or the absence of systematic monitoring of their fulfilment, which can diminish or nullify the participation of the voters and the sense of self-determination. This descriptive-analytical study, using comparative methods, addresses how Islamic political thought, in contrast to Western legal systems, can uphold and compensate for voter rights when campaign promises are broken, especially in the absence of pre-election oversight mechanisms. The study concludes that Western thought protects campaign statements under the umbrella of free speech, which at times even condones the “right” to lie with the only recourse being voters’ judgment in the next election or moral accountability, as the judicial system does not have jurisdiction over breaches of political promises. This is partly due to the principle of separation of powers, which views political issues as non-justiciable. In contrast, Islamic political thought, besides emphasizing the necessity of fulfilling campaign promises, presents multiple principles for suitable compensation mechanisms, such as preventive responsibilities and shifting the burden of proof.

Keywords: Electoral Promises, Criminal Accountability, Public Trust, Islamic Jurisprudence, Legal Sanctions, Political Ethics, Civil and Administrative Remedies.

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Introduction

Regardless of the perspective on political legitimacy, campaign promises have become an integral part of elections. Existing studies do not deny the significant impact of campaign promises on voter evaluation (Artés, 2013: 149; Cesi, 2019: 19). Some authors even consider adherence to campaign promises a criterion for re-electing politicians, including presidents (Aragonès, 2007: 846). Fundamentally, responsible representation implies that presidential candidates, once elected, should pursue fulfilling their promises (Mansbridge, 2003: 515). In recent decades, failure to fulfil campaign promises has led to declining trust in elections (Diamond, 1998: 129) to the extent that democracy and distrust may seem inherently aligned. Nevertheless, this distrust can challenge the legitimacy of a political system (Hardin, 2002: 107). For example, in 31 out of 33 countries surveyed by ISSP (International Social Survey Program), over half of respondents disagreed with the statement that elected officials keep their campaign promises. According to the ISSP survey, 44% of Canadians share this belief (Petry, 2014: 2). Therefore, the central question of this research is: What are the approaches of Islamic and Western legal systems to breaches of campaign promises, and what compensatory mechanisms have they adopted for such breaches? The structure of this article begins with defining campaign promises, followed by Western efforts to recognize the responsibilities arising from broken promises. The final section compares these with Islamic principles to determine the ruling nature of unfulfilled campaign promises.

Review of Literature

Legal studies differ significantly from this research. In Persian, only five works have been written, two of which, by Esmacili and Habibnejad (2017) and a report from the Organization of Legal Scholars, address the legal foundations against false promises but overlook compensation principles and comparative analysis between Islam and the West. The work of Delavari and Rahbari (2023) focuses on Iran's Twelfth Government, examining electoral promises from August 2017 to August 2018 in political and sociological terms but ignores legal foundations and judicial enforcement. Nemattollahi (2015) discusses the binding nature of promises based on estoppel but analyses it within private law, not electoral promises. Mohammadian (2020) argues against the binding nature of promises from a jurisprudential perspective, rejecting the views of scholars on non-obligatory promises and suggesting only a moral obligation. Similarly, literature available in English lacks a comparative focus on Islamic and Western legal systems, and besides one research work, most others only discuss the ethical or antisocial aspects of breach of promises, without addressing Western legal successes or judicial rulings. Such works include Artés (2013), Cesi and

colleagues (2019), Lewis (2011), and Petry (2014).

1. Concept of Campaign Promises

The term ‘promise’ in lexicons refers to covenant, agreement, word, pledge, or pact (Qurayshi, 1991: 226), denoting an obligation to perform an action at a specified time or place in the future (Ibn Manzur, 1993: 461). Some lexicographers restrict the term to ‘commitment to good’ (Tarihi, 1995: 162), while others consider it a general term (Jawhari, 1989: 151). The Quranic usage supports the former interpretation. Consistent with the linguistic meaning, campaign promises are commitments declared by a political candidate to attract voter support. Voters decide based on these promises, expecting fulfilment if the candidate wins (Ehsani, 2017: 7). Logically, political figures should promptly act on their promises and not postpone them for the future (Pétry, 2012: 190).

2. Breach of Campaign Promises: Western Approach

Western views on broken campaign promises can be categorized into ‘ethical’ and ‘political’ approaches. While a ‘legal and judicial’ perspective exists in doctrine, no judicial precedent mandates compensation or criminal liability.

2-1. Ethical Approach

Some perspectives argue that promises are ineffective and insubstantial, failing to convince anyone (Davis and Ferrantino, 1996: 1-13), limiting their impact to violating moral standards. Others assert the necessity of fulfilling promises based on these points:

- Promises are socially valuable actions, and breaching them undermines social values.
- There is an expectation from promise-makers to honour their commitments, and breaking this expectation is harmful or undesirable (Scanlon, 1990: 221).
- Promises include rules that, if followed, maximize societal benefits (Hooker, 2011: 94).

The normative-ethical theory of campaign promises suggests that political parties should adhere to these moral obligations: One, avoid making unrealistic promises (realism). Two, avoid promising what they do not intend to fulfil (sincerity). Three, avoid contradictory promises (consistency). The only accepted exception for breaking a government’s ethical commitment is unforeseen events, such as natural disasters, economic crises, wars, or unexpected public opinion shifts (Schedler, 1998: 204).

2-2. Political Approach: Avoidance of Promise Accountability in Courts

Although the harm caused by the breach of campaign promises may be evident, courts have never been willing to enforce campaign promises or penalize

promise-makers. Judicial precedents have accepted the notion that the political process is better suited than the judiciary to address issues related to campaign promises. For example, in ‘Williams v. Police Jury of Concordia Parish’, the court ruled that a promise made by a candidate regarding bonds was legally unenforceable. The court stated, “Such breaches must be dealt with at the ballot box and not in the courts of this state.” A similar judgment was rendered in ‘City of Farmers Branch v. Hawnco, Inc.’, where the plaintiffs sought to block zoning changes in Texas city because officials had campaigned against such changes. The court ruled that government officials could not be compelled to honour campaign promises or be barred from voting on such matters, although they should remain politically accountable to voters in subsequent elections. In another case, plaintiffs tried to prevent commissioners from voting on certain projects based on campaign commitments. The Florida court declared, “The content of any member of a governing body’s political opinion, in the Aristotelian sense, is to be judged only at the ballot box and not in court.” Thus, since campaign promises serve to coordinate among voters, the electorate may punish a candidate for breaking campaign promises by not voting for them in future elections.

2-3. Human Rights Approach to Campaign Promises

Despite intense judicial debate in various countries like the United States over whether constitutional protections extend to false campaign promises, such promises are generally protected under the First Amendment as ‘political speech.’ For example, in the U.S. Supreme Court, Justice Sanders rejected the idea that the judiciary should have ‘an independent right to ascertain the truth or falsehood in political discourse’ and criticized the notion of courts overseeing promises, implying that it assumes voters are too ignorant to determine the truth in political debates and need government intervention. Other cases have cited concerns, that legislation against false promises in campaign advertising could lead to disbelief among voters regarding campaign rhetoric. Furthermore, allowing government or courts to decide on the validity of campaign promises could lead to partisan misuse or political weaponization of oversight. It’s not that truth or falsehood cannot be determined but that ‘letting the government judge the truth’ is dangerous, as it opens the door to abuse of power for political ends. Moreover, based on American law and the metaphor of the marketplace of ideas, no idea can be deemed false; society has a right and a civil duty to engage in open, robust, and rational discourse. Efforts to regulate the public domain through content regulation, like judicial oversight of promises, hinder this goal. Additional judicial points regarding the relationship between ‘human rights: freedom of speech’ and ‘campaign promises’ include:

1. Any attempt to regulate speech in campaign advertising contradicts constitutional principles and must be limited, precise, and careful in choosing solutions.

2. Restrictions on a candidate's freedom to articulate promises must be justified by not only a legitimate state interest but also a compelling and provable benefit, without imposing unnecessary constraints.

3. Penalties imposed by a truth commission (rather than a court) without evidence-based decisions are unconstitutional.

Pre-election oversight and imposing accountability for false promises risk manipulating elections and conflating concepts of 'right and good.' As one case highlights, 'The government cannot prohibit campaign promises just because voters might make an "foolish choice." Although misleading information can indeed lead voters to make incorrect decisions (Pitofsky, 1977: 677), the distinction between right-based and value-based statements is critical. Statements about 'good' define morally valuable goals and human relations, while those about 'right' provide normative claims that coordinate the diverse perspectives of actors without prescribing a unified moral plan. Dworkin also differentiates between having a 'right to do wrong' (such as gambling) and doing something 'right' without having the right to do it (Dworkin, 2001: 188-189). In some judicial rulings, an interpretive and flexible concept called the 'breathing space' doctrine has been introduced to reconcile 'freedom of speech' and 'campaign promises.' Courts have ruled that some false speech must be tolerated to ensure 'breathing space' for protected expression. If a promise-maker knowingly lies, recklessly disregards the truth, or acts with actual malice, they are not constitutionally protected. Furthermore, there must be a direct causal link between the imposed restriction and the harm being prevented, with clear and significant evidence of the damage (Zenor, 2016: 41).

2-4. Doctrines Seeking to Establish the Legal Value of Campaign Promises

In addition to the aforementioned legal systems, in 2015, the Indian Supreme Court ruled that campaign declarations and their content are not legally binding. Nonetheless, various doctrinal efforts have been made to establish accountability for breaching campaign promises and to bring such claims before courts.

2-4-1. Transaction Theory

In comparative law, some scholars believe that an electoral promise creates a contract based on transaction theory. Combined with the doctrine of promissory estoppel, a successful lawsuit can be initiated concerning the breach of an electoral promise. In this approach, the electoral promise is considered a unilateral contract offer, where the promise is conditional upon certain actions. For example, person A might say: "If you vote for me, I promise to build a

factory for your children”, similar to a commercial unilateral contract: “If you give me \$1,000, I promise to build a facility in the neighbourhood for your children.” However, these two promises differ in aspects such as the required action to obligate the promisor, the contractual intentions of the parties, and the role of the promisor in society (Sencer, 1991: 445). According to transaction theory, proof of the real or apparent intention of the parties to be legally bound by the promise is unnecessary to form a contract (Koffman & Macdonald, 2007: 98). However, proving that the promise does not have any legal impact can prevent the formation of a contract; for instance, if the promisor states at the time of making the promise that there is no legal obligation. Agreements among family members or social agreements (such as using a friend’s car on a hunting trip) are not legally binding. In *O’Reilly v. Mitchell*, the plaintiff (a voter and taxpayer) claimed that the mayor violated electoral promises by changing the city’s civil service law. The court, without mentioning the doctrine of “lack of intention to create legal relations,” stated that the grounds cited by the plaintiff could not establish a contract. Despite extensive efforts to prove the legal obligation of electoral promises, courts have treated these promises like family obligations, lacking legal enforcement, and have emphasized the necessity of proving the intent to be bound. Moreover, circumstances often indicate the absence of such an intent. Elected officials sometimes attempt to create the perception that their electoral promises differ from other political pledges. Even if someone believes that the promise creates a legal obligation, courts should not allow candidates to hide behind their lack of intent for legal commitment.

2-4-2. Doctrine of Reliance or Promissory Estoppel

Even if a promise does not result in the formation of a contract, the doctrine of reliance or promissory estoppel may establish the enforceability of such a promise (Henderson, 1989: 343). This doctrine emphasizes the necessity of enforcing promises when the promisee (the person being promised to) has detrimentally relied on the promise (Boyer, 1950: 459). This theory focuses on two questions: first, is there a promise that the promisor could reasonably expect to induce action or forbearance from the promisee? Second, does the promise justify such action or forbearance? Another condition of this theory is that the promise must be articulated as a statement of fact that will occur, rather than as an idea or a theory. It must also be material, meaning it must be proven that the voter relied on the false reality presented by the promisor when making their decision. Lastly, reliance must be reasonable, meaning that the voter believes the candidate’s statements reflect genuine intent rather than mere rhetoric.

2-4-3. Paralleling ‘Political Speech’ with Commercial Speech

Another legal attempt to make electoral promises justiciable involves drawing a

parallel between political speech and commercial speech. Commercial speech receives the least protection due to potential harm, particularly the violation of consumer rights. In this effort, the assumption is that the rules governing deceptive advertising and the need to protect consumers apply equally in both commercial and political arenas. Based on this, obligations and implied warranties regarding promises are considered part of contractual commitments, regardless of the seller's intent or presumed contractual intentions, or based on customary practices. In this context, political actions by elected officials should correspond with their campaign promises, similar to the requirement that a product must match the promises made in a sales agreement. Correspondingly, voters rights include the right to vote in fair elections without deliberate deceit. The obligation to know the truth implies that candidates must ensure that voters have the necessary information to make an informed choice. Making false promises is equivalent to spreading misinformation, which undermines voters' right to make an informed decision. Therefore, it seems that promises grant a normative authority to the promisee, and breaking these promises enforces this authority to protect the interests of the recipients (Owens, 2012: 126). Relying solely on political mechanisms is similar to relying on the market to ensure commercial honesty, a method long proven inadequate in protecting transactions (Grand, 1986: 78).

3. Breach of Electoral Promises: An Islamic Perspective

It appears that Islam's approach to 'electoral promises' and their breach goes beyond mere moral and political considerations, although this does not negate the ethical and political dimensions of breaking electoral promises. The explanation lies in the fact that the legal perspective on the breach of electoral promises in Islam can be substantiated by two sets of reasons. The first reason is methodological and emphasizes the necessity of distinguishing between 'individual jurisprudence' and 'governmental jurisprudence.' This approach insists on the specific requirements of the domain of governmental jurisprudence. Alongside this methodological foundation, it adheres to the principle of contractual endorsement (as opposed to worship-related rules), considering elections and their components, like electoral promises, outside the conventional legal frameworks such as agency, testimony, deposit, endowment, etc. Thus, an electoral promise is not understood in the literal sense of 'promise,' which implies a non-binding nature, nor through association with existing legal frameworks. Instead, an electoral promise is viewed as an independent contractual agreement between the people and candidates, with conditions such as being specific and deliverable (rationally, legally, and religiously). Therefore, a promise to achieve something requiring the approval of other representatives

or outside the jurisdiction of the position is undeliverable. By accepting this analysis, it no longer matters whether the nature of representation or presidency is that of agency, trust, or a consultative body for the Islamic ruler, or even guardianship. In all these cases, non-fulfilment of commitments or failure to act in the people's interest could lead to legal consequences, such as dismissal or automatic termination of the mandate (see: Shahid Thani, 1992, vol. 5, p. 237; Sheikh Tusi, 2008, vol. 4, p. 134). The second reason, even if the above methodological argument is not accepted, it can be derived from general principles and absolute texts found in authoritative Islamic sources. For instance, the Quranic verse "Those who fulfill their covenant when they make one" (Al-Baqara: 177) and narrations such as "He who has no covenant has no religion" and "He who does not honour his pledges and promises does not truly believe in God" (Mohammadi Reyshahri, 2007, p. 199), as well as verses like "O you who believe! Why do you say that which you do not do? It is most hateful in the sight of Allah that you say what you do not do" (As-Saff: 2-3). Even if fulfilling a promise is regarded as a 'condition' for voting for a presidential candidate, "general principles dictate the obligation to fulfil the condition absolutely, whether a contract is present or not, and regardless of whether the condition is stipulated before or after the contract" (Naraq, 1996, pp. 134-135). Besides the fact that breaking a promise is religiously prohibited, it also establishes a right for the opposing party (Tabatabai Yazdi, 2000, p. 120), making it more than a violation of ethical principles or a mere political matter. A narration from Imam Musa al-Kadhim (peace be upon him) in 'Hayat al-Imam Musa ibn Ja'far' (vol. 1, p. 280) describes a just leader as one who delivers on his promises. Imam Ja'far al-Sadiq (peace be upon him) stated, "Cheating a naive person is forbidden" (Kulayni, 2008, vol. 10, p. 24), and similar narrations like "Do not deceive the naive, for deceiving him is not permissible," or "If a Muslim deceives another Muslim who trusts him, it is such and such" (Al-Hurr al-Amili, 1977, p. 285), provide meaningful guidance on how Islam views electoral promises. The term 'naïve' refers to someone who trusts another's words or promises (Tarihi, 2008, vol. 5, p. 383), in this case, the election candidate. The idea of deceiving a naive person means betraying someone who has relied on promises of care and benevolence. Sheikh Ansari limits the application of these narrations to areas beyond commerce and trade, specifically to consultation and political affairs (Ansari, 2005, vol. 5, p. 165). He explains that a naive person is someone who consults and places trust in someone, and deceiving them is akin to consuming forbidden wealth. Faydh Kashani declared that any act involving the deceit of a naive person is forbidden and invalid (Faydh Kashani, 1986, vol. 17, p. 456). Other jurists have deemed it valid but grant the deceived person (here, the voter) the option to annul (Faydh Kashani,

1986, vol. 17, p. 456), a perspective reflecting religious democracy, predating the American doctrine of ‘recall’ (Zimmerman, 2013, p. 34), and allowing the end of a political term before its conclusion, contrary to Western secular law. Furthermore, framing the ‘action of the elected’ in fulfilling promises as benevolence does not negate liability based on the verse “No blame is there upon the virtuous” (At-Tawbah: 91). Firstly, establishing liability is not inherently incompatible with the benevolent nature of promises and subsequent actions (Morteza’i, 2017, p. 365). Secondly, promises are generally made to garner trust and votes, not out of charity, and broadening the scope of exemption from liability would unjustly expand this exception. Although the moral wrongness of lying is an external value subject to change with context, the realm of elections and freedom of expression is not an exception that transforms lying into a virtue (cf. Mohammadi, 2001, pp. 60-65). Thus, if reason independently discerns the good or bad of something, without any doubt about conditions, time, place, or particular restrictions, it likewise judges that the law aligns with this discernment, for God does not command what is evil nor forbid what is good (Mirza Qomi, n.d., vol. 2, p. 3). In addition to Islam’s approach to binding electoral promises and their implications beyond ethics and politics, various strategies are proposed to address legal challenges related to the enforcement of broken electoral promises. These challenges include identifying harmed parties, assessing the impact of promises on the candidate’s electability, the gradual realization of promises, their immature nature, and the need for expert analysis, as well as the requirement for some promises to be approved by other bodies or individuals. Following are some important aspects regarding electoral promises in an Islamic perspective:

A. The Inescapability of the “Political Question” from Adjudication in Islam

The reason for avoiding the adjudication of political issues lies in the exclusive jurisdiction of legislative and executive branches. Determining whether an elected politician has breached their commitment to voters or if there was a legitimate reason for breaking a promise is a political matter. The doctrine of the political question has a longstanding history in the U.S. Supreme Court, preventing political issues from being heard in courts. Recently, this approach has been reconsidered under the concept of ‘judicialization of politics,’ which broadly refers to the expansion of judicial jurisdiction into non-judicial matters in the interest of upholding the rule of law, i.e., addressing contentious political disputes through judicial review (Hirschl, 2006: 721). Although this reconsideration is unfolding slowly and partially in the West, aiming to sideline the rigid doctrine of separation of powers, Islam has historical precedents, such as the ‘Diwan al-Mazalim’ and ‘Hisbah’, which do not exempt political matters from adjudication. This judicialization sees courts as protectors against political

abuses of rights, minimizing resistance to expanding judicial authority (Ferejohn, 2002: 15). In Islam, the scope of issues eligible for adjudication is not restricted, and conditions like “the justice and piety ensuring a judge’s impartiality” and “appointment by a righteous, God-fearing authority like a jurisconsult, who holds a supranational position” mitigate concerns about the adjudication of political affairs.

B. The Sufficiency of Non-Contractual Liability in Establishing ‘Responsibility for Breach of Electoral Promises’

This approach obviates the need for efforts in comparative law to establish the existence of a ‘contract between the voter and the promise-giver.’ The choice of frameworks like testimony or consultation for the jurisprudential analysis of ‘elections’ also fails to establish the prerequisites for contractual liability, necessitating reliance on non-contractual liability. However, one can also consider elections as contractual in nature, interpreting promises as implied conditions or other forms like offers influencing voter decisions. In such cases, non-fulfilment of commitments may lead to contract dissolution or the emergence of a right to rescind, while retaining the right to enforce obligations on the promisor (Gorji, 1986: 44). This theory has significant implications for democracy. Nonetheless, principles like the “deception rule” apply irrespective of a contract, holding the promise-maker accountable even in the absence of a formal agreement. Exceptions include: 1) when both the deceiver and the deceived (i.e., the candidate and the voter) are aware of the impossibility of fulfilling electoral promises, and 2) when the deceiver is unaware of the current or future impossibility of fulfilling promises, while the deceived knows it is impossible. Consequently, it has been stated that voters’ reliance on promises must be reasonable, meaning the voter should believe, as a rational individual, that the promise reflects the genuine intention of the candidate regarding future matters.

C. The Policy of Shifting the Burden of Proof

The policy of shifting the burden of proof is intended to redistribute the costs arising from breaches of electoral promises and address the unique complexities of proving such breaches. The justification for this shift from the aggrieved party to the political officeholder includes reducing the volume of lawsuits and resolving difficulties in establishing elements of civil liability. In Islamic traditions and jurisprudence, concepts such as ‘precaution in people’s rights’ and ‘difficulty or impossibility of proving the defendant’s negligence’ have established principles of strict liability or liability based on presumption, placing the burden of proof on the defendant. For instance, a narration states: “From Aba Abdillah (peace be upon him): The Commander of the Faithful (peace be upon him) used to hold the dyer and artisan liable, out of precaution for the

people...” (al-Hurr al-`Amili, 1981, vol. 13, chap. 29, hadiths 4 and 6). Some scholars have suggested that this ruling may be akin to ‘ahkam al- sultaniyya’ (rulings regarding government and rulership), allowing a religious authority to impose presumptive liability if social welfare or order demands it (Makarem Shirazi, 2016, vol. 2: 251). Additionally, the principle of equal access to rights implies that citizens should have access to the same tools and resources as political authorities, such as information, documents, and evidence. When these resources are unavailable, methods like shifting the burden of proof should compensate, akin to the doctrine of the absence of proof in law, where administrative officials bear the burden of proof when there is a risk of violating citizen rights (Wade & Forstyth, 2014: 228). Thus, creating a presumption of innocence in favour of citizens in cases against elected political officials is essential for equalizing ‘the weapons’ in legal disputes, addressing the impossibility of proving causality between damages and breaches of electoral promises.

D. The Compensatory Policy of Islam

The nature and extent of damages resulting from the breach of electoral promises remain indeterminate for several reasons, including the ‘gradual realization’ and ‘means-based obligation’ nature of some promises. Yet, even the impact of a promise on a single voter’s decision can suffice for assessing liability. Beyond personal damages, the direct harm from unfulfilled promises to the political system and reduced voter turnout due to mistrust is undeniable (Varat, 2006: 1107; Day, 2011: 41). In fact, false promises can distort electoral processes. A survey revealed that such issues in politics have led 70% of respondents to distrust political activities. Supporting the right to deceit thus affects citizens’ right to self-determination. In response, a compensatory policy is necessary alongside political and criminal measures. Political solutions, either preventive or future-oriented, may merely hinder re-election, and criminal policies are often criticized for equating punishment with selling crimes, where the benefits of wrongdoing outweigh the consequences like fines or imprisonment. Voters understand that future threats of punishment are insufficient to deter all breaches, as the short-term gain from breaking promises often justifies the risk for candidates. Furthermore, in discussing compensatory policies, the requirement to force officials to fulfil ‘unwise campaign promises’ would irrationally constrain the adaptability of the officials to changing circumstances. More precisely, the guiding criterion for officials is the public welfare of citizens. If the public interest conflicts with a prior promise, the standard should be the public benefit. Civil and compensatory remedies, apart from the challenge of quantifying damages, may fail to curb the number of claims effectively. Regarding the liable party, three scenarios are conceivable:

personal liability of the candidate, the government entity they represent, or the candidate's electoral committee or party. Personal liability may deter capable but financially limited candidates from running. Additionally, some candidates may unknowingly make promises without intending to create legitimate voter expectations. The second scenario, using government resources for compensation, risks misallocating public funds to select individuals (an imperfect redistribution). Moreover, the amount remains uncertain, with potential for escalating damages. This approach ultimately burdens taxpayers. The third scenario, holding the candidate's campaign committee accountable, is feasible as these entities often continue to exist post-election and are capable of forming contracts during campaigns, making them suitable for bearing liability, similar to their capacity to be legally sued for defamation. Nonetheless, these legal complexities do not negate the principle of liability for breaching electoral promises. Legal systems should seek alternative solutions alongside existing mechanisms. For instance, preventive civil liability could be utilized. This concept holds that civil liability is not solely for compensating damages but also for preventing future harm. Financial compensation may not always suffice to protect the rights of victims, especially since monetary penalties may fail to deter repeat offenses. Further, measures like termination (loss of office legitimacy) and damages cannot fully address the harm to public trust or fulfil years of expectations of the citizens, which no financial sum can redress. Here, preventive civil liability is pertinent, where the aim is behavioural change through pre-emptive measures before a breach occurs. Islamic principles, including the jurisprudential basis for precaution and the rational rule of preventing probable harm, underscore the priority of prevention over compensation, especially when severe, irreversible harm is likely, or when proving damage would be difficult. Legislators could also calculate a 'reasonable cost for hypothetical breach permits' within electoral or civil liability laws, balancing 'respect for the trust of the voters in democratic processes with the 'difficulty of proving breaches and quantifying damages. Lawmakers could pre-determine minimum and maximum compensatory amounts, giving claimants an option to choose these sums instead of actual damages, with courts assigning the amounts within legal boundaries to juries. The compensation should not be merely symbolic, nor excessively punitive, but should reflect punitive damages, commonly up to three times actual damages in legislative practices. Efforts to determine compensation must adhere to the principle of feasibility, calculated to prevent unjust enrichment from voters' trust. Moreover, some Islamic countries have introduced 'threat fines' (al-gharamah al-tahdidiyyah) against public officials. These fines, meant to enforce obligations rather than punish or compensate, are understood in public law (Abu

Yunus, 2001: 45; Ghannay, 2003). In terms of monitoring promises in an Islamic governance system, jurists (such as members of the Guardian Council in Iran), righteous believers, and the public (via representatives in the Islamic Consultative Assembly) can oversee the President's fulfilment of promises. Judicial oversight, contingent on the condition of justice and ensuring impartiality without violating the separation of powers principle, is also feasible and essential.

Feasibility of Criminal Accountability for Breach of Electoral Promises:

In criminal law, some countries treat the breach of electoral promises under the concept of fraudulent misrepresentation, where an electoral candidate misrepresents the truth and thereby deprives voters of making a choice that truly reflects their interests. For instance, in a case with such a ruling, a candidate assured members of a country club that, if elected to the city council, he would relocate a waste dump site away from their club to the Maybury Heights. However, to gain the support of the neighbouring residents of the Heights, he simultaneously promised to oppose the waste relocation plan (Sencer, 1991: 458). The concept of 'prosecution for defamation' has also been considered in some instances. For example, in 'Brown v. Hartlage', the court utilized defamation terminology, stating: "It has not been proven whether the candidate made these statements in good faith, unaware of their inaccuracy, or acted recklessly regarding their falsity." The standard for proving defamation is knowledge of the falsehood or reckless disregard for the truth. Apart from these precedents, it seems essential to establish criminal sanctions for the breach of electoral promises to safeguard public interests, such as the right to self-determination. Nonetheless, several considerations emerge. Criminalization must be justified adequately, including the criteria of 'necessity and cost-effectiveness' and the strategy of 'depriving the offender of power' (Braithwaite & Pettit, 1990: 126). However, it is also essential to recognize that civil or administrative sanctions can sometimes suffice to protect human rights. "Criminal law should not be invoked for behaviour that can be effectively regulated by other legal fields" (Clarkson, 1992: 161). Moreover, the criminal justice system is the 'last resort of social policy,' serving a 'secondary and auxiliary function' rather than being a comprehensive authority protecting all values (Jareborg, 2004: 524). Despite this, the existence of political accountability and the prioritization of legal over criminal guarantees do not eliminate the need for punishment. The lack of consequences for those who erode public trust in elections through broken promises should be addressed, ensuring that the criminal justice system retains its authority in upholding values. Even if punishments for broken promises are considered, offenders may still perceive the benefits as outweighing the penalties. Additionally,

distinguishing between promises and implementation complications—due to evolving circumstances, gradual realization of promises, incomplete pledges requiring expert analysis, and the involvement of other bodies—can make establishing criminal liability difficult, possibly delaying or complicating such accountability until the end of a presidency or beyond. Islamic jurisprudence aligns with this view, emphasizing that severe punishments (like those requiring ‘ḥadd’ or ‘qiṣāṣ’) are rare, and discretionary offenses are not so extensive as to suggest a fundamental preference for punishment in safeguarding core values. Therefore, aligning with the rational policy of ‘minimal criminalization’ and the tradition of Islamic law, the preference is for other types of sanctions (civil and administrative).

Conclusion

Based on the analysis of the ‘main issue’ of the study, it is evident that electoral promises have not yet achieved a significant legal standing in most formal legal systems, particularly in the West. While commercial expressions and individual relationships receive legal protection, allowing for judicial intervention in cases of damage. However, political promises remain unaddressed under the rationale that governments and courts lack the right to determine the truth or falsity of political statements. Additionally, the division of powers and the insufficiency of public interest arguments for overseeing electoral content preclude legal recourse for broken promises. Typically, the only recourse is ethical accountability or political retaliation in subsequent elections, and the ‘right to lie’ in political statements remains largely protected under free speech. However, Islam distinguishes between ‘private legal phenomena’ and ‘public legal matters,’ suggesting that fulfilling electoral promises transcends a candidate’s ethical behaviour. Even if analysed through concepts of honesty and piety, breaches may have legal consequences, such as the loss of political legitimacy. The violation of electoral promises should have a more substantial impact than mere political or ethical consequences, as evidenced by various Islamic legal doctrines and narrations. Moreover, the political approach to electoral promises can only prevent ongoing harm and further erosion of public interests. Still, the damage caused needs compensation, as the ‘right to appropriate reparation’ is procedurally part of the substantive ‘right to self-determination.’ In Islamic legal policy regarding breaches of electoral promises, mechanisms are provided to address legal challenges in proving civil liability. These include ‘shifting the burden of proof’ from the voter to the candidate who broke the promise. In such cases, the candidate must prove the fulfilment of the promise or the existence of a force majeure (superior force), with the presumption of responsibility on the candidate. Additionally, measures like

presumptive compensation and setting predetermined damages by the legislature can mitigate the complexities of enforcement and valuation, making judicial governance of electoral promises feasible.

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