

Religious-legal bases of activity of Islamic credit institutions

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Аннотация. В этой статье уделяется внимание основной цели шариата, необходимости предпринимательства в соответствии с требованиями ислама, сущности исламских экономических отношений, принципам шариата в исламском коммерческом праве, договору аренды и его содержания, а также тому, как приобрести честную собственность.

Abstract. This article focuses on the main purpose of Shari'a, the need for entrepreneurship within the requirements of Islam, the essence of Islamic economic relations, the Shari'a principles of property in Islamic commercial law, the lease agreement and its contents, and how to acquire honest property.

Ключевые слова: собственность, средства к существованию, религия и вера - это сильная община, воспитание детей, сохранение имущества и богатства, богатых и бедных, справедливое общество, религия и вера, честный заработок.

Keywords: property, livelihoods, religion and faith are a strong community, the upbringing of children, preservation of property and wealth, the rich and the poor, a just society, Religion and Faith, honest earnings.

One of the main goals of the Islamic economy is to build a productive society by encouraging honest work, and by preventing laziness and the disadvantages that come with it.

Entrepreneurship within Islamic religion is to maximize profits / profits and share with business partners, minimize losses and distribute it among all business partners according to their share. The advantage of a business based on profit-sharing is that it is built on partnership. This is because each business project participant (business partners) is at risk for his or her own interests and entrepreneurial activities, and neither party has the advantage over the other. The borrower-borrower relationship guarantees the repayment of debt to one party, irrespective of the results of entrepreneurial activity, which creates financial and economic disproportion.

Shariah rules are the basis of Islamic economic relations. The Shari'ah is a set of commands, prohibitions, rules and principles that Allah has prescribed for people to attain happiness in this world and the Hereafter. The main sources of the Shari'ah are the Qur'an and the Sunnah of the Prophet (saas).

The Shariah can be divided into three parts:

1. Al-ahkam al-Ittihadiya or the Aqeedah - The Rules of Faith and Trust.
2. Al-Ahqam al-Ahliyya or Ethics - Rules of Ethics and Ethics.
3. Al-Ahkam al-Amaliyyah or Fiqh - the rules concerning relations, rights and obligations between people.

Fiqh is a name given to Islamic jurisprudence, which means judging by the use of reason in matters other than those directly mentioned in the Qur'an and the Sunnah. The word "fiqh" comes from the word faqaha which means to understand, to comprehend in the dictionary.

Islamic scholars divide fiqh into two types, usually called "Worship" and "Mu'amalat." Fiqh al-deals are the rules concerning the relations, rights and obligations of the people. Fiqh deals are com-

prised of several sections, as shown in the diagram, which deal with trade, economics and finance, including sales, rental / leasing, pledge, business management and more.

The main purpose of the Shari'ah is to ensure people's happiness in this world and the hereafter and to ease their suffering. Humans are commanded to be pious, but their meaning is not to renounce the beauty of the world, but to enjoy all the beauty and comfort of the world within the guiding principles of happiness.

According to traditional economic theory, living and livelihoods, people's wealth and economic growth are the main goals of human life. According to Islamic economics, these are necessary and an essential part of life, but they are not the sole and original purpose of human life; life in the Hereafter is true, and this factor must be taken into account. Allah is the absolute owner of everything that exists in the material world and disposes of His property with His will and wisdom. He alone provides and distributes the sustenance and property of the people. Man is his representative on earth, and he must obey his commands in order to be successful in this world and the next.

The aims of the Shari'ah (maqasid ash-sharia) are one of the most important topics of Islamic law, and the primary objectives of the Shari'a are to protect and preserve:

1. Religion
2. Life
3. Generation
4. Mind
5. Property

Preserving them is one of the most important factors for the well-being and survival of humanity, and their harm can undermine human society. Religion and faith are an essential part of a strong society and the Shari'a requires protection, and it is necessary to create the necessary conditions for worship.

Protecting human life is emphasized in many parts of the Qur'an and the Sunnah, which the Shari'ah declares to be inviolable, specifically prohibits assassination and imposes severe penalties for murder. The Islamic religion promotes marriage, maintains compassion and upbringing children.

The purpose of the mind is to distinguish between the good and the bad through the acquisition of knowledge and to serve the progress of society. Without it, it is impossible to build a happy and just society. To do so, the Shari'ah prohibits the use of intoxicants and other poisonous substances.

One of the main aims of the Shari'a is to preserve property and wealth and show how important it is for people to live well and build a just society. Particular attention will be paid to honest property, preventing the discrepancy between the rich and the poor, and the accumulation of wealth in the hands of many. If you look at any of the Shari'a principles, you will see that various prohibitions or commands are aimed at preserving the above aspects of life. Halal income is the cornerstone of Sharia law and Islamic economic principles.

According to Islamic teachings, all sources of income, except those explicitly prohibited, are considered lawful. In the process of earning income, it is important not to betray and to do justice.

Allah says in the Qur'an:

"Do not eat each other's goods in vain. Except trade with mutual consent. (Niso, 29)

Dirty sources of income

- a) Bribery (Baqara, 188)
- b) Forcible seizure of property (Baqara, 188)
- c) Fraud (Oli Imran, 161)
- d) Theft (Moida, 38)
- d) Income from Divorce (Light, 19)
- e) Gambling (Moida, 90)
- y) Hamr and related income (Moida, 90)
- j) Ribo (Baqara, 275)

The Islamic economy also maintains transparency and transparency in transactions, and oversees the accuracy and timeliness of contractual arrangements in profitable businesses.

The contracts are the basis of Islamic finance products. Creation of financial products results from the possibility of using one or more traditional contracts to meet customer requirements. The essence of the treaty is that it provides for the rights and lawful needs of people to one another. In Arabic, the contract is represented by the word "aqd" which can be translated as "binding." In essence, the contract connects the offerer and the recipient. The Quran lists many types of contracts, including about 40 verses of trade contracts, including dozens of financial features.

Under Islamic commercial law, certain conditions must be met to make a contract that is legally binding and enforceable. In general, Islamic commercial law has six components that are legally binding and binding. Each of them has a decisive effect in its essence, and failure to comply with one of the parts will result in termination of the contract and loss of binding enforcement, even if the other parts have been fully complied with.

The six components of the contract are:

- Offer
- accept the offer

- Offeror
- the recipient of the invitation
- the object of the agreement
- payment.

In addition, the goals and objectives of the agreement must be consistent with Shariah principles.

Suggestion

The proposal is a statement from one party to the other, in which the first party invites the other party to accept its offer. Technically, the offer can be put forward by any party to the contract, either the potential buyer or the seller. The proposing party is called the bidder, and the sending party is called the recipient. The proposal must be clear and final and must be communicated to the recipient.

Accept Invitation

Acceptance of the offer is a statement of acceptance of the offer by the recipient on the terms specified in it. Making changes to some or all of its terms in the process of accepting an offer means that the bidder is making a counter offer. If the offer is accepted, the notice of it shall be communicated clearly to the applicant. It is important to note that the promotion and acceptance of the proposal can be done either orally or in writing, or through the actions of the parties, indicating that a particular proposal has been made and accepted. When the invitation is accepted. Delivery and acceptance of the offer means that the parties are aware of each other's intentions. The way in which the contract is delivered to the parties may vary, depending on whether they are directly or indirectly involved. Although there are various forms of notification when a bid has been received, it is not clear when the offer will be finalized. If the offer is received by telephone, for example, the offer is considered accepted at the time and place where the bidder heard it. Unlike other legal systems, Islamic commercial law requires that the offer be made at the same time, that is, both the proposal and its acceptance are continuous without interruption. This is a time requirement that is technically called a contracting process, which means that the process is continuous. Therefore, interruptions in the contracting process, such as eating breaks, discussing other topics, changing approaches or attitudes, mean that the contracting process has been breached and the proposal is terminated in time. This requirement is relatively easy to implement in the framework of contracts involving direct participation of the parties, but it is more difficult to do so when contracts are concluded without the direct involvement of the parties. In considering such cases, Islamic jurists will have to make judgments based on the time taken by the recipient. Regarding acceptance, the time interval is canceled or terminated if: the recipient does not respond to the offer within the time specified in it, the bidder announces or refuses to accept the offer. The parties to the contract

When it comes to contract parties, it should be noted that there must always be two sides to the contract: the proponent and the recipient of the offer. The parties may consist of individuals, groups of persons or legal entities, including companies. There must be at least two parties to the contract, otherwise the offer is not accepted and the contract is not concluded.

Unlike English law, Islamic law treats unilateral treaties, such as donations, gifts, bequests, etc., without the need for the recipient to accept the offer for legal effect. Although the receiving party is unaware of the proposal of the proposing party, such a contract is legally binding and binding. In other words, the contract is considered to have been made since the initiator of the proposal, that is, the donor who wishes to write a testament on behalf of the person, does not take into account whether the bidder was aware of the offerer's statement at the time the contract was concluded. The most important issue that concerns the contracting parties is that they have the legal capacity to enforce their rights and obligations. Islamic commercial law pays special attention to the potential for contracting.

The Qur'an even mentions this requirement indirectly in Surat an-Nisa '6: "Test the orphans until they reach the age of marriage and make sure that they are well-minded.

Physical and mental maturity.

Under Islamic commercial law, no one has the right to enter into a legal agreement before they reach the age of puberty. To reach the full potential of the legal capacity, a man or woman is required to be of physical age (claud) and to make the right decision, that is, to have reason.

Therefore, most modern civil codes in Islamic countries have adopted a certain age as the legal age to ensure the consistency and application of laws. In many countries, the age at which a person has the capacity to contract is 18 years of age. This approach, especially today, serves to build trust in the legislation.

The subject of the contract may be property, services, cash, capital, liabilities, rights and debt.

For example, a purchase contract may be the subject of the sale of the property or item that the buyer wants to buy from the seller, and may include a home, a car or an equipment.

When a currency is converted, property is a currency that is to be exchanged for another currency (currency). In the lease agreement, the subject of the contract is the service provided by the property or by a particular person.

Islamic commercial law provides for a number of conditions for the compliance of property with Shariah principles. Some of these are:

a) The property must comply with Shariah principles. The sale or purchase of certain properties or items is contrary to Sharia principles. These include pork, alcohol and more. Services and activities include pornography and gambling. That is why Islamic financial institutions do not allocate funds to customers, including purchasing equipment for the production of bottles only for alcohol.

b) The item or property must be clear to prevent any form of ambiguity (uncertainty / ambiguity). Gharar usually causes conflict between the parties. Objects that are not clearly known, including the fetus in the animal's uterus, the bird in the air, or the property that will be known later, cannot be the subject of the contract.

Except for the Exception and Hello types, where the subject of the contract is not available at the time of the contract. Nevertheless, the subject of the Salam and Exception treaties should be able to

identify specific features. This is to prevent uncertainty. The Islamic law requires that the subject matter of the contract be clarified to prevent contract termination.

c) The obligation under the contract must be fulfilled in a timely manner. The purpose of the contract (from the buyer's point of view) is to use the convenience or benefit of what comes from the contract. Therefore, the item that cannot be delivered due to its absence, particularly the loss or prohibition or pledge, cannot be the subject of a valid or complete contract. The sale of the mortgaged property depends on the consent of the mortgagee.

d) The nature of the property must comply with the terms of the relevant agreement. For example, under the Exception Agreement, the subject of the contract may be the building or production being constructed. Existing property or products cannot be the subject of Exception, as the Exception Agreement provides for a certain change in the processing of raw materials and conversion into finished goods.

The payment is the final requirement that must be met in order for the contract to take effect. This is usually the fee paid by the buyer or tenant (lessee) to the seller or tenant. In a sale contract it is called a price, and in a lease contract it is called a rent. Payment can also be made as a payment for services provided, in particular, for services rendered under the Vakala contract. In Islamic law, the principles governing payment arrangements under contracts are as follows:

a) The payment must be honest by nature, as Islamic commercial law requires payment in the form of money, goods or services. As part of the exclusion agreement, the buyer may make payment in cash or in goods, including giving his / her own vehicle to the seller or providing him with accounting services.

The property and services used as payment must be religiously permissible.

b) The amount of payment must be clearly defined in order to avoid uncertainty. The amount, time and place of payment should be clearly stated in the contract. If the lease stipulates that the rent is volatile, the amount to which the rent is tied (ie what depends) should be known and agreed upon between the two parties.

c) Payment, like the subject matter of the contract, must be available to the other party, otherwise it will result in termination of the contract.

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