

RECORDING OF ECONOMIC RIGHTS AND FREEDOMS

IN “AL-HIDOYA”

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ABSTRACT

In this article, the provision of human rights in today's civil society should become one of the urgent tasks of the international community and states, as well as the right to protect the right to life, honor and dignity of people, the right to personal freedom and inviolability, the right to protection from encroachment, the right to choose a free profession, freedom, a number of legal mechanisms and structures have been developed that reflect social rights and a number of other rights.

It is conspicuous that the issues of social protection in Islamic law and its sources have been determined in an orderly manner. In particular, the focus on financial prayer (Zakat(ordained financial prayer), pension and charity) in Al-Hidoya, family and child support, bequest, and other issues is directly on social rights.

KEYWORDS: *Islamic Law, “Al-Hidoya”, Personal Law, Sharia, Jizya, Marriage, Testimony, Economic Law, Zakat, Social Law.*

INTRODUCTION

The provision of economic rights and freedoms is considered one of the problems facing the world community today. This is because the existence of various economic opportunities around the world, the limitation of economic resources, the course of progress at different stages, the differences in labor laws and the distribution of the labor force make money on the full provision of economic rights and freedoms. The turl system and authorities in the history of the world have taken different paths in their economic policies. Each of them learned from history to make their policy correct and perfect.

The basis of Islamic law is also issues of circulation. The issue of dealing between humans and societies is directly related to economics. Modern economic rights are composed of rights such as Labor, ownership of property, Burhoniddin Marginaniy’s work al-Hidoya also describes the direct economic rights and freedoms in such sections as “company”, “foundation”, “trade”, “armistice”, “Hiba” (gift), “rents”, “Mukotab”, “shuf’a” (purchase privilege), “Muzora”.

Through these rules, issues of Labor Relations and mutual economic relations were regulated. According to Islamic doctrine, the property of the servant is protected by Sharia law. Because one of the five purposes of Sharia is the protection of property belonging to man. Therefore, it is

forbidden to steal, assimilate or harm other people's property. Punishment for such work is established. It is also prescribed to take an eye on another's goods, to avoid envy and *Gina*. The sin of these works was regarded as a disease of **the kabira**(the most severe sin) and **the soul**.

The teachings of Islam again did not dissuade a person from becoming an owner. Only the mole he was finding and its consumption required it to be correct. Also, people whose property has reached a certain account were assigned the task of performing such financial actions as **zakat**, **ushr**(the type of tax charged at the expense of one tenth of income.), **hiroj**(collected in the volume of 1/4, 1/3 or 1/2 of the crop, depending on the quality of the Earth and the method of watering), **Hajj**(means “to attend a journey”, which connotes both the outward act of a journey and the inward act of intentions). Islamic doctrine ordered people to earn honestly. The messengers also inherited the life of their labors as an example for their community. It is also established that a person will be paid for his honest work.

The issue of partnership is also considered one of the rights to own property. In the section “about partnership” by Margilani Al-Hidoya, it is noted that companies belong to property and contract.

The ownership of the property in the company is evenly distributed between the direct partners. Without the permission of one, the other cannot dispose of the property. Because such a company increases to Amla On the basis of the consent of both parties in the possession and disposal of property.

And in a partnership based on an agreement (agreement), partnerships occur in certain things. One of the partners will have the right to dispose of the property without the consent of the other. One of the partners will have the right to dispose of the property without the consent of the other.

Partnership in ownership has become the basis of modern trade and production. Large companies are bringing together small producers on the basis of mutual partnership, pursuing a path of development and expansion. Under these conditions, the wide introduction of the partnership in Islamic law and related issues into trade issues will lead to excellent results. Because most of the most productive companies today operate on a cross-partnership basis.

One of the economic rights is the right to trade. The basis of World life is built on trade and mutual took-gave circulation. In Islamic law, too, Allah has made trade lawful. In Margilani's Al-Hidoya, there are about ten chapters and chapters covering trade and issues with it. In it, it is emphasized that it is permissible to say the words I took and sold in the verb of the past tense, in the middle of which a trade agreement appears. It is also allowed to trade nasiya(to give money later). The recipient is also given the choice to review the goods and get it checked. If the goods sold are not acceptable to the buyer, the right to return is also established. Trade and related issues, their judgments, solutions corresponding to relations in different cases are expressed in the work. The main thing is that when determining the norms of the right to trade, the rights of the seller and the buyer are taken into account equally. For example, if the buyer returned the goods he received, if he damaged it, he compensated for the damage. If not, the seller has received or exchanged the goods back.

The buyer is also given the right to see the goods. For instance, paid without seeing something. The discretion to take or return it after viewing is given to the buyer.

Also, in the event of a fault or defect in the item purchased, the buyer had the right to return the goods and withdraw his money or compensate for the damage. If one of the parties wants to terminate the trade (contract), it will be permissible to accept it. Returns the first issued funds. It is impossible to withdraw or demand more or less funds. Only returned the funds given in the middle. If the funds issued were valid, this will not affect the termination of the contract. But if what has been traded has died, it will be Monetary to cancel the trade. But if some part of the traded goods is destroyed and there is some part, it is possible to cancel the trade with the rest of the same.

Margilani quotes about “Murabaha and Tavlia” in the “Trade” section of “al-Hidoya”. Murobaha-this is the sale by putting the profits on the goods he bought. And tavlia is considered to sell the goods she bought without putting a profit on it. It is permissible when the right to trade is equal to the goods you sell. But if it does not have a unique resemblance, then “Murabaha and Tavlia” will not be permissible. It is also permissible for traders to sell goods by saying the price they received. A sinner will be if he sells it, saying that he received it for a false price. Murabaha and tavlia will not be permissible in this case. Someone else sold the property of another without his permission. In this case, the original owner of the property is given discretion. if he wants, accepts the trade; or if he wants, cancels it. Such trade is called “Fuzuli”. Marginani has allocated a separate season about this in his book. This is also one of the property rights in the trade.

One of the rights to trade Salam is conspicuous in the matter of trade. Salam ("Salam "means in the dictionary such meanings as" surrender", " give" and in Sharia, it is said to give in advance the value of the goods that have been honoured.). Salami sales is said to buy the dressing before it is ripe. In order for Salami sales to be permissible to trade in this case, the sort and quantity of dressing will need to be clearly defined. But Salami sales in animals is not permissible. Marginani cites this in the chapter on “Salami sales”. But Imam Shafei said that Salami sales in animals is permissible. Abu Hanifa has stated that there must be the following seven conditions for Salami sales to be permissible: 1) The gender is known; 2) The Grade is known; 3) The quality is known; 4) The quantity is known; 5) The term is known; 6) To know the total amount of the goods determined by the quantity, and 7) To determine where to get the goods to be transported or where to deliver them. Then Salami sales will be permissible. And the possibility of using this right arises.

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