Concept responsibility and obligation in Islamic law and jurisprudence

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Abstract

Islamic jurisprudence (Shia) has a different interpretation of religion. Religion in the Islamic Jurisprudence is overall financial and symbolic placed in the credit container called obligation on individual debtor. The relationship between ownership between the creditor and the overall financial established and such works ownership on the real property is associated outside it. What located in the obligation is transferability and sale. In other law schools mainly, religion a personal relationship the commitment to pay, between creditor and debtor. Responsibility in Islamic law is within a certain property of the out and until not delivered to the property deserved it is his own responsibility; this means that has a duty and obligation to deliver. Then dish task. The obligation is thought to facilitate a commitment and transport demand and different interpretations of such transfer and guaranty contracts.

Keywords: Obligation, responsibility, Conversion commitment, Religion, Obligation

Introduction

In Islamic law (sharia Shi'ism) the responsibility and obligation, the obligation is the obligation of employment the obligation is different sense. This concept is easier to understand the causes of how to transfer calls and make the commitment to Islamic law. On the other hand, provides a different definition of the nature of the assignment and contractual liability. Responsibility means that either - not meant to be a specific contractual liability - the legal context means having the responsibility or obligation of having something. In fact, sometimes due to the existence of a contract or a legal event as another waste of money, the sponsor is against another.

If this liability is an obligation; this means that the other must do something for him, it is said to be committed; But if this is a religion and a financial liability is a liability, as it is called obligation. As a final thought needs within the same task, that is, religion and liabilities assumed in a pan and place the property also needs to have the same obligation. Islamic law and practice in the dish and place the dish and place the debt obligation. The separation between the responsibility and obligation is not seen in many schools legal. In some legal systems, obligation or liability of the Center for Civil Rights has been the main question creates an obligation to which social event. However, of contracts not only make the commitment. Contracts are a source of acquisition, transfer of an undertaking or property of the crash, incorporation, or give permission to another etc. Their effect is limited to the obligation. (Law Enforcement Page 1) So, wrong understand the nature of the obligation or the obligation of contracts. In many contracts are called voidable contracts, essentially meaningless.

Commitment and adherence to the contract, some contracts causing the creation of commitment and some jobs religion cause a financial obligation; it is obvious that with the
obligation, also obligation to pay due to death legislator is the debtor. In this article, we will continue to sense of obligation and responsibility and the separation between the two and the resulting effects on separation. Identification and separation of the obligation acquisitions will lead to a different understanding than how to transfer demand and a commitment. In this regard, analysis is theological and legal texts relevant and different views Shia scholars in the field. Topics discussed and reviewed under the headings are:

- Sense of obligation and responsibility for its authenticity and origin
- Of the distinction between obligation and responsibility

The concept of obligation, responsibility, and source of its credit

Obligation

If a person like the commodity that is available, he is indebted to another and the task to deliver it. This person is responsible, but if there is money owed as a whole; not as a part of the property, here is owed a debt obligation he is an obligation in terms of and shall apply to the preparation of the overall property and pay the creditors. Therefore, the obligation is different. Overall, the property is part of the property. Own part, something there was not a true out more it can be noted. General property, the commodity is in the description, is specified but outside, is general and applies to many people, like one hundred kg of wheat particularities, which can generally be traded, and its blatant determination to deliver the seller to the buyer.

Obligation and responsibility of the concepts that they have imposed Islamic law and either a credit container (conventional) the credits are rational the contents of which are different. If the contents of a specific object is the same on the outside, the dish is called "responsible" and if Utensil is the general form of a religion, it dish is called obligation. The "obligation" is adverbial it is wise for the whole property (debt) in order to and "responsibility" is a container and have it provided for detail and foreign affairs. It has scholars in terms of on topics such as taken. Since such usurped, there is say: Same property is to responsible usurper and if like, if wasted Say: Like it is the obligation usurper. Since the objective before the waste, outside funding is available after wasting, is thought like or it costs money.

The main difference is that the responsibility and obligation responsible, within the financial in the present and property within the general obligation that there is no outside. In fact, we see are different responsibility and obligation rational combination and the truth. When we are asked: What is the meaning of "obligation"? Please answer: It may have occurred during the acquisition, ownership of the wise but is not foreign in the acquisition, and ownership should be like. Trading one side or both sides, property abroad in the marriage takes place have or such as legal penalties such judgment against someone whose been wasted, should like to yours if the owner and if there is no similar to ours, should give price it. In these cases, the rationally, to forge the acquisition are needed and while foreign not available, adverbial have devised called obligation (Group of authors).

There is obligation arising from the need to do the some concluding transactions and how to interpret them, the economic needs of the commodity that cannot be sold as a whole or something that is not available to buy on credit. The following examples assume that the credit has been Obligation: The examples described. In Islamic law the sale, "selling predecessor" (Helli Allameh, 1414 AH) refer to goods to be sold as a whole the Obligation. In contrast, sometimes the seller sells his price paid will be non-existent or limited its time. In this case, the location and the overall good dish or the overall price, debtor obligation, product also available in case someone else destroys and is obliged to pay compensation and like the product or its price. In these cases, a more waste, such as waste products as a whole, and if that person is not available to the obligation as the product becomes price (Bojnordi, 1401 AH).. For sale or possible loan from another creditor and the owner plans to sell or transfer it to another premature delivery of the debtor. With this sale, say selling religion (Ameli, 1410AH)..
Wise to follow these requirements and so on, obligation to validate their and as a matter of credit, the obligation of public intellectuals and the general properties of the container is not true but secrets are pointing towards foreign property. For example, whole rice or whole sum of money, the password is not true that foreign objects, i.e. the amount of rice on the outside and the outside. In general, property sale, the seller has sold the iconic property of their Obligation. The product out there, the property ownership is symbolic in terms of Obligation signed with the outside mirror. For example, if we assume ten kilos of rice obligation debt, i.e. the ten kilos of rice hers symbolic mirror of foreign property, this property is symbolic. Since, the assumption has been the works that relate are the property of foreigners, can also be applied to these properties, symbolic because there is no notion of symbolic Obligation ten kilos of rice, it can be conceived that do not exist otherwise, ten kilos of rice is not the Obligation nor outside, there would be among heaven and earth. Therefore, Obligation, within the symbolic property is not within the foreign property. Debt Obligation and the two forms is then divided into an inaccurate and unreasonable; but back to nature within the assigned debt (Group of authors).

With this explanation, in the case, that personal while a financial confiscation is from other until, as being a usurper, does not apply is in his obligation; for the obligation, container is symbolic property not within the same outside. Jurists from property interpret to "Religion" and the owner interpreted as the "creditor". Religion is the same financial has been to personal obligation. Imagine Religion in Islamic law varies with western law. In Western jurisprudence, religion is commitment and obligation and is a relation between creditor with individual debtor but in Islamic law religion is the Mall the obligation owed and relational the creditor the property the debtor's obligation. Creditor is symbolic property owner the obligation this property is portability ,as the assets out are portability. Of course, creditor due to the existence, ownership ,can seek to claim the debtor.

Responsible

Responsible in front obligation, one container to another account and its contents is other things and is different from the utensil obligation. Responsible, within assignments (necessity or leave a work) and obligations that upon a person is appointed; he does not care the Commitments has arisen due the individual determination and agreement; like requirements (conditions) a person the conventions and treaties take care of; like construct a building, or the obligations be imposed by the legislator on him. Like sentence to capturing elimination from another property for the obligations and responsibilities other container is intended called responsibility. Some jurists that there are inherent differences between obligation and responsibility, Foreign property or discharging their duties placed on responsibility- not on obligation and obligation is container general properties. Responsibility within task and actions, it is necessary on man that one of those actions is payments on foreign assets and to the owner of the property. However, obligation within the overall property that Ayatollah Sadr has interpreted to adverbial coded property.

Where the total finance obligation is personal, looking for a task is created. It is the duty of the container. He is responsible for the empty your obligation to pay your debts. Religion (general property) the obligation is owed and the owner's obligation is Creditors. What is the obligation of the owner can claim it and the obligation to pay, the debtor is placed he is responsible. Therefore, the debtor has the obligation and responsibility. What is the obligation to transfer or sell or obligation debtor the owner of the there is the creditor. Against there are cases in those cases it is possible there have been only or just obligation. For example:

1. If the similar property is provided usurping and not waste it, he is responsible is busy not his obligation. Because the property is and the property outside, are not entitled to the obligation.
2. If someone wants to sell existing products and make money, but does not deliver the goods, the seller is engaged not his obligation.

3. Sometimes financial tribute is responsible man without the there is property or that despite its size, is committed to obligation, like responsibility someone is busy alimony obligation relatives. In this case, engaged has a duty to alimony payments but nothing on his obligation. So if die before alimony payments, past alimony, not taken from him.

4. In cases where personal because factors rejection responsibility such as; dementia or minor, assumes no obligation and is but he is thought to be obligation. If insane or immature financial to waste another, is busy his obligation, but no obligation to compensation; because does not apply assignment belongs he served as commitment in these cases is notice his supervisor.

Explanations these are: Where same property belonging to another is available in minor or insane, being undertaken by the two the owner, sense of duty to preserve or restore the financial the task he has been removed from order to solve the task. Therefore, in this case, they are not withholding notice and no liability; of course this, does not mean that property owner has no right demand and the restitution of their property; but to prove their ownership the property authorities, can to restore them. Where the money is wasted, warranty not hinder means minor employment obligation of and insane, capacity of minors and the insane, only the legal acts that needs intention and will. Employment obligation is not a task that allowed us to overcome the two legal action is not capacity is needed. However, look employment obligation, duty and responsibility of they are created evidence to warrant an assignment have resolved of public and non-wise, removed it will have two tasks the ADA. Warranty (Meaning the responsibility and obligation to restore the property) minor and is found insane and warranty is means employment obligation for after mine waste.

**Origin creating the obligation**

**Contract**

In Islamic Law, directly cause a part of the contract obligation. Of the contract, do not always make the commitment. Definition of contract and the law is different from other legal systems that briefly explain it: In some definitions, the conclusion has been interpreted as a promise or commitment. To appear comes from the need to define the nature of the contract. Have job-dedicated by the parties to the contract, rather than acquisition. However, many contracts directly for acquisition of such a situation and not a direct effect a commitment. Part of the contracts, the contracts are not permissible if, like contract law or reason, it is unclear whether testament to the commitment and legal obligation that results from the credibility of the legislative act of the parties is willing, or This gathering is only dating and commitment from both parties will have and caused them to lose. It seems that the second meaning is neither intended, nor irreversible commitment; otherwise, defined contracts, including contracts is not permitted. Contract, the parties to the Covenant and Testament, and it is not a necessary part of nature. Thus, the legal obligation and liability arising from the reputation of someone has jurisdiction over the operation of such credit and willing parties.

Researcher Esfahani at contracts are defined as: The contract between the parties relating to the contract; not that contract, bond is strong emphasis it is an illusion to due to strict contract Essay the word (offer and acceptance), so gathering verbal offer and acceptance, is marriage and Covenant gathering. So much so that the parties signing the offer and acceptance will have a legal effect, in a covenant marriage, and gathering enough in the next stage, and if conditions allow, this agreement will be legally valid legislative gathering. With this explanation of the rules will be applied on the contract. Whether the contract of acquisition or obligations etc and if it is legally ineligible, legislator will not be approved. (I.e. where two people are willing to buy-back contract violator, the conclusion of the essay is created by
mutual agreement, however, the validity of the legislation and its impacts on relate will not follow).

The result; a contract is voidable, does not conflict with signing it; at the conclusion of these materials is similar to the parties have been used for and whenever they can this monument, built to destroy this does not contradict the building. After a brief introduction to the nature of the law, we refer to the sample of contracts that directly or indirectly creates the obligation as:

1. Loan: Loan contract is the acquisition of another property by the lender, the borrower, such as the price of property or restore it later. Upon signing the contract, obligation to a borrower who borrowed money is involved. For example, if you borrowed ten pounds of rice, such as rice, symbolic of the obligation of the borrower that the property owner's obligation, the lender. Can the lender before taking over the rice, the rice in the symbolic obligation with a cash price, or your borrower to sell to a third party. Obligation of the borrower to pay a debt due to owing and being busy with his obligation is the law's passage.

2. The buyer owns the property, the obligation is symbolic, so it can get after maturity and before delivery, with the defining attributes of the property is transferred to another futures contract.

3. A credit sale, the buyer pays a non-existing general obligation to purchase the product. Place his faith to the seller, the buyer and seller, the owner pays the general obligation contained in the buyer's obligation.

Non-contractual factors
Obtain without reasons

If the person is illegal without legitimate cause responsible for the financial gain, is obligated to return it to its owner until the property is the same? If he's gone over, it is symbolic of his obligation. In order to get the property may be obtained without the gimmick mistake or duress or property received in the exchange contract void; it does not matter Invalidity of the transaction illegal or contrary to good morals and public order is being traded, or it is no longer true that one of the basic conditions of the transaction.

It also the difference would be that the parties or either of them, or ignorant of world trade invalidity, because it is not entitled to receive property, not realizing that the resulting transaction shall be obliged to return the property in terms of jurisprudence, it is called warranty by bill the contract switch corrupt. If yours is lost for any reason, obligation on the recipient of such property shall be if no such property is paying the price (Emami, 1391). Seizure of property without permission is illegal the confiscation order and the proprietor is while the sponsor and its benefits. Someone else has occupied the property, you can capture and debt relief will be if the property benefits from its use, and such benefits or costs are obligation on him. Other property seized and the creation of the obligation taken to fulfill one of the conditions, the dominating the property is not necessary to capture it. Seized on the he is not allowed to possess property owned or occupied by it. Property owner has the right to remain towards it responsible for occupying the same property. Usurped property is lost when the usurper should return it to the owner. In order to eliminate the waste that the property of self or foreign matter that is not related to the occupant. When the occupant of the property seized or destroyed due to its loss it could also be turned to the owner. Here, the price of such property or obligation placed upon the violator. The exchange of such property if the property has been seized and its price if the property is an allegory usurped guardian.

In order to compensate the loss of the owner, he soon returned to the economic status of waste is the same, and the result is the same die causes the restoration of financial failure. The same cannot be rejected if the usurped property to its owner. If the property has been seized
and Semiconductors is so high, it is called an allegory. It must be like to own, it is the best way to repair and restore it hereby fully brought before the economic status of the owner's expense, and when common property and the like is not much wasted, precious property owner called for the restoration of the economic situation, but the wasted money paying the price, not the other way. In both cases, the prices are like or the obligation.

Non-financial losses: It ensures that non-wasting yours and everyone should give it a like or price be wasted, whether deliberately or not deliberately or whether it is also beneficial if it is incomplete or defective the sponsor is the perfect property prices. In addition, whoever makes the monetary loss because of defects or defects or if the price it would be, the perfect deal price must be met. Wasting money is wasted in doing something without due cause, as someone with a rock, break glass room. The interaction is mediated by something of mine waste. In both cases, the loss of money into someone else's property, the obligation is placed and will be indebted to him. Cancel another toy employment obligation, the waiver and who is benefiting from action or non-financial benefits based on previous orders. Cancel the contract and sub-types, such as rent, agreement between the parties because the withdrawal is to take action and benefit from the wealth and therefore is similar to the contract but in other cases, the conclusion does not change such determination.

The withdrawal is twofold: Cancel to cancel the operation and not yours. Article "336" Iranian Civil Code states: "If someone on the basis of other measures to implement the customary fees for the acts of it used to be performed by that person or, cause of action shall be entitled to remuneration but it turns out that going to get there". Also in the article, "337" the law states: "If a person based on express or implied permission of the property to the non-profit Cancel the property will be entitled to remuneration as but it turns out that permission is free of profit". Such that owner of the house who gives permission to in one of the rooms she has a few days of silence, the person is required to pay fees to the room saying, the permission to use something in common require fee possess it is not free.

**Effects existence concept obligation in jurisprudence**

**Transfer**

Transfer is based on Shiite jurisprudence, it seeks a contract whereby a person who is transferred the obligation owed to the obligation third party called local debt, the creditor is called Mohtal and the third party called the Mahal Alayh. Based on this definition, religion is transferred from the Zameye Mahyal to Zameye Mahal Alayh by transfer. Therefore, after the realization of the transfer contract, Zameye Mahyal is busy from a religious that it is Berry, released and Zameye Mahal Alayh. The question is whether the transfer is taken into consideration, or the obligation to possess? For example, if a person A owes money to person B and then be transfered to person C that would require him to take From the C, In this example, person A is assignor, tperson B is ransfer recipients and person C is transfer acceptance, the transfer is about debt and money. Here, is it captured Zeid in religion or captured in Zamme or captured in Ahdeh?

**Deposit**

Shia scholars say: Deposit, is seizure in loan because obligation but some of the other religions say: It is capture the terms. Grab In borrower is five types:

1. To capture promise
2. To capture resignation
3. Seized with become a creditor
4. Seized with into debt
5. Seized with transformation property
All types of trades that changes are done on borrower (for more information, please refer Haeri, 1423 AH).

Warranty

Warranty is responsibility in Islamic law and jurisprudence is of three types. First, warranty liability arising out of contract or replaced: Liability arising from the contract of guaranty contract that the contract for sale, the seller and buyer are guaranteed against each other, i.e. the job-dedicated vendor and the guarantor undertakes to submit to the client. Therefore, the client also undertakes and guarantees to pay the price to the vendor and the unveiling of the job-dedicated and pays a third party is owned, vendor and customer guarantee its Compensation ones. Guaranty contract is the same as the current legal term that refers to contractual liability. Second, the liability enforced: It is the responsibility of doing something that no harm or compensation of any contract between the parties to the contract and the law comes into force and such liability arising from confiscation, waste, etc. The common value of the liability is unwanted, i.e. the sponsor does not want to commit you to something, but the law imposes responsibility upon him.

Third, contract Obligation: Defined by Article 684 of the Civil Code and Shiite Iran “is the guaranty contract someone else to undertake a financial obligation” and this kind of faith transmitted by the contract, the obligation owed the original debt obligation will be transferred to the sponsor. This means that the liability issue. The definition of a liability, stopped on the general impression obligation and the obligation to transfer the property.

Contract liability

The definition goes a transfer of property subject to the obligation of the guarantor obligation - obligation guaranteed by the person to be released because the liability is transferred to the debt obligation owed the surety obligation. So as soon as the warranty guarantee and the guarantor of its obligation to pay what is owed Clearance. If a creditor, the guarantor will Clearance, Clearance guarantee to the creditor and the creditor has no right to demand from him. Against the debtor, guarantor or surety is unable to obtain debt Clearance to visit him; the sponsor if the debtor can see that he orders him to pay a debt that is owed and it is assumed that here's what has not paid to the exoneration. But renouncing debtor against creditor, not related to Clearance, and because the liability was not before, because as soon as liability, obligation owed the debt obligation is transferred to the sponsor. In fact, this is bad Clearance canceled because of freedom is who is right for him, since his acquittal liability owed to the creditor beforehand Clearance has been obtained.

Discussion Result

The obligation besides responsible, concept has been recognized credit from beginning of the formation of Islamic law and a different approach to religion. Creditor first, religious owner (property symbol) that has been established at obligation owed and consequently this property shall be entitled claim it. Thought about property on it is the obligation, is coordinates of Islamic jurisprudence. Some law schools the lack of such a concept, religion is a personal relationship have the commitment and obligation between debtor and creditor. Obviously, imagine the transfer or sale or transfer of its liabilities is stopped thought to symbolize wealth and general the obligation. The obligation Islamic thought within the symbolic and religious property tax credit, it is located in the container. Thus, remittances may have a different interpretation of Islamic law within the owner (creditor) and also within their (due) to become. Other words, creditors and debtors become possible. But if religion consists of a personal commitment between the creditor and the debtor, the impression it would be difficult to transport.
Contractual liability, the guarantor, the debtor's obligation to transfer the dish to pass and a credit is owed to the debtor and the guarantor will go. Liability owed to the guarantor's obligation to transfer the Shiite sense. Understanding this concept can facilitate discussion related to a commitment to imagine and justify it.

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