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Q1 :

Consideration.

a imperative component within the law of contracts, thought may be a advantage which must be bartered for between the parties, and is the fundamental reason for a party entering into a contract. Thought must be of esteem (at slightest to the parties), and is traded for the execution or guarantee of execution by the other party (such execution itself is thought). In a contract, one thought (thing given) is traded for another thought. Not doing an act (restraint) can be thought, such as "I will pay you \$1,000 not to construct a street following to my fence." Some of the time thought is "ostensible," meaning it is expressed for frame as it were, such as "\$10 as thought for transport of title," which is utilized to cover up the genuine sum being paid.

Contracts may ended up unenforceable or rescindable (fixed by rescission) for "disappointment of thought" when the aiming thought is found to be worth less than anticipated, is harmed or crushed, or execution isn't made legitimately (as when the workman does not make the car run legitimately). Acts which are unlawful or so corrupt that they are against set up open arrangement cannot serve as thought for enforceable contracts. Cases: prostitution, betting where banned, contracting somebody to break a skater's knee or actuating somebody to breach an assention (conversation somebody into backing out of a guarantee).

Capacity in contract :

Having the capacity to contract implies the individual entering into the contract features a lawful competence. This implies they are competent to perform the act they're concurring to within the contract. A individual must have a sound intellect to urge in this circumstance.

Capacity to contract means a party has the legal ability to enter into a contract. Capacity also means a person has to be competent as defined by law. Someone's capacity is determined by whether or not they have reached the age of majority and if they are mentally capable of understanding the applicable contract terms

Types of contract

- Valid Contracts. ...
- Void Contract Or Agreement. ...

- Voidable Contract. ...
- Illegal Contract. ...
- Unenforceable Contracts.

Void contracts :

Are not contracts. In most cases, a void contract misses one or more fundamental components that would make it substantial. Since it's not a genuine contract, not one or the other party to it needs to do anything to end it. When the contract is made, it may be substantial on the off chance that it meets all required conditions for legitimacy, such as capacity and free assent. In any case, an inconceivability to act or a future alter within the law, making execution inconceivable, makes the contract void, ceasing the enforceability. When a contract is contradicted to open approach, that too ceases enforceability. Not one or the other party can sue for non-performance.

Voidable Contract:

Voidable contracts have the fundamental components to be enforceable, so they show up to be substantial. Be that as it may, they too have a few kind of imperfection that creates it conceivable for one or both parties to void it. A voidable contract may begin out being legitimately authoritative but gotten to be void. It's still considered substantial on the off chance that an harmed party doesn't take action. Most deals contracts incorporate possibility clauses, making them voidable. To uphold the lawfulness of a voidable contract, one of the parties should utilize its alternative to uphold it. Either party has the legitimate specialist to perform or not perform to the contract. Regularly, as it were one of the parties is bound to the terms. The party that isn't bound may cancel the contract, making it void. The essential contrast between void and voidable contracts is that a void contract can't be legitimately performed, whereas a voidable understanding can still be performed, as long as the unbound party doesn't void it earlier to performance.

Illegal contract:

A contract is illegal on the off chance that it includes doing something that's a criminal act or a gracious off-base, or against the open great. ... A contract whose purpose is to induce the party to it to break another lawfully binding contract that the party has made as of now is additionally illicit. Courts will not implement an unlawful contract.

An unenforceable : an_unenforceable_ or exchange is one that's substantial but one the court will not implement. Unenforceable is ordinarily utilized in inconsistency to void (or void ab initio) and voidable. In the event that the parties perform the understanding, it'll be substantial, but the court will not compel them in case they don't.

Q2 : write security of debts , Insolvency and interdiction in detail ?

Security of debts :

A sukuk is an Islamic budgetary certificate, comparable to a bond in Western fund, that complies with Islamic devout law commonly known as Sharia. ... The backer must too make a legally binding guarantee to purchase back the bond at a future date at standard esteem

Islam espouses prudence and speaks against carrying debts. The Quran states that if the debtor is in distress than let there be postponement until he is at ease. Prophet Muhammad (peace be upon him) used to regularly supplicate “Allah, I seek refuge with You from sin and heavy debt”

Insolvency:

Insolvency is a term for when an individual or company can no longer meet their financial obligations to lenders as debts become due. Before an insolvent company or person gets involved in insolvency proceedings, they will likely be involved in informal arrangements with creditors, such as setting up alternative payment arrangements. Insolvency can arise from poor cash management, a reduction in cash inflow, or an increase in expenses

Insolvency is a state of financial distress in which a business or person is unable to pay their bills. It can lead to insolvency proceedings, in which legal action will be taken against the insolvent person or entity, and assets may be liquidated to pay off outstanding debts.

Interdiction:

An interdiction is a legal process where a court is asked to determine, from testimony and other evidence presented, whether a person is unable, due to an infirmity, to consistently make decisions regarding his person and/or his property, or to communicate those decisions. Interdictions are of two kinds, voluntary or judicial. The first is usually executed in the form of an obligation by which the obligor binds himself to do no act which may affect his estate without the consent of certain friends or other persons therein mentioned. The latter, or judicial interdiction, is imposed by a sentence of a competent tribunal, which disqualifies the party on account of imbecility, madness, or prodigality, and deprives the person interdicted of the right to manage his affairs and receive the rents and profits of his estate

Q3 : fully discuss that the court system of islam ?

Man is a social being by nature. He cannot live perpetually on his own, completely independent of others. People are interdependent. Consequently, friction arise between them when their personal interests come into conflict with each other, or when what they perceive as their individual rights infringe upon those of others. Conflicts between them inevitably break out. In some cases, one party to the conflict

might be strong and aggressive while the other is weak and condescending, incapable of defending his rights.

Because of this, it becomes necessary for there to be a way to prevent people from oppressing one another, to ensure that the weaker members of society receive justice, and to determine right from wrong when issues get complicated or uncertain. This can only be realized through a judge that has the power to give legal verdicts in cases of dispute.

For this reason, we find that the existence of a judge is considered by Islamic law and the laws of all the other revealed religions to be both a religious obligation and a necessity of human life.

Islam – the religion that God wants for mankind from the time that He sent Muhammad, may the mercy and blessings of God be upon him until the Day of Judgment – shows great concern for the judicial system and those appointed to carry out its responsibilities. Islam prescribes for it many legal injunctions. How else could it be, when Islam is the religion of mercy, equality, and justice? It is the religion that comes to free people from worshipping Creation and bring them to the worship of God. It is the religion that comes to remove people from oppression and iniquity and bring them to the highest degree of justice and freedom.

God's Messenger was the greatest of judges. He used to act in the capacity of judge in the city of Medina, which was the first Islamic state. He used to appoint people to be judges in other cities. Among these were `Utâb b. Asyad who was sent to Mecca, Ali b. Abu Talib and Muadh b. Jabal, both of whom were sent to Yemen.

In the era of the Rightly Guided Caliphs, the head of state continued to be the one to appoint judges, govern their affairs, protect their independence, and keep the governors and political appointees – and even the Caliphs – subject to the judges' verdicts. Umar b. al-Khattaab, the second Caliph, was the first person to make the judge an independent entity, distinct from the Caliph and the governors.

In this way, the judicial system continued to evolve throughout the early Islamic era, during the Umayyad era, and well into the Abbasid era. The office of Chief Justice came into being at this time. The Chief Justice became responsible for appointing and removing judges. He was responsible for supervising their behavior and monitoring their performance. The first person to be appointed to this post was the justice Abu Yusuf, the student of the great jurist Abu Haneefah (may God have mercy on them both). Thereafter, this office became widespread throughout the Muslim lands. It continued to exist up to the fall of the Ottoman Empire.

The names of many just judges have been preserved in Islamic History. Their names have become like synonyms for justice and integrity. Many pages in the history books are devoted to the lives and careers of eminent judges like Iyâs b. Muawiyah, Shurayh b. Abdallah, al-`Izz b. `Abd al-Salam and others who applied the teachings of Islam in the best possible manner. They give us a living example of how a Muslim judge is supposed to conduct himself.

We should mention, since we are discussing the Islamic judicial system, that Islam sets down broad guidelines and basic principles concerning the affairs of life and rarely concerns itself with the particular details of life. This is so these guidelines can stay relevant for every time and place. One of these guidelines is that establishing justice among people is an obligation that has to be carried out. As for the manner of achieving this objective, this has not been detailed by the sacred texts. This has been left for the people of each generation to deal with in a way most suited to their unique set of circumstances. The only condition is that whatever methods are chosen must not run contrary to Islamic Law.