

"Al-Hidaya" To Survive the Regulation of Relations

Gaybullaev Alisher Ismatullayevich

Independent researcher at Tashkent state university of law

Only the right to occupy the property owner, but the owner can also be a person. This "Al-Hidaya" is also specified.

Sacred Valley (deposit) agreement by a person understood as the second person to maintain the property. "Al-Hidaya" landlord "modi", or savings; deposit holder person, "mustavdi", he said. This situation can be seen in the ancient Roman private law. The right to protection of deposits, "the owner of the property titles" or "titles," he called, and it later moved continental law system. Today, the civil law protection of deposits, "the title of the property owner" status. "Al-Hidaya" indicates, for the property in the "valley" is known as "vadia" meaning of the word "leave" means. In turn, the property has not been submitted by the deposit holder to left. "Al-Hidaya" that the deposit left on the property the deposit holder¹.

It should be noted that the modern civil rights can be found in a number of agreements and legal relations based on mutual trust and contract deposits are reflected in the current Civil Code (Chapter 51 of the

Civil Code, Article 875-893-) submitted (the owner) has its own assets property deposit holder to keep faith in him. Cargo-owner submitted to the belief that the property is left to trust the other person to keep your confidence and will keep the deposit, the proprietor of this person.

Submitter's confidence in the deposit holder "Al-Hidaya" legal relations. That the only point of view, these relations are regulated by simpler form. This property entrusted to the deposit holder is not a basis for liability. So, "Al-Hidaya" and noted that the deposit holder is not responsible for the property he left. Taking into account that, if the property is lost, and this is the deposit of the deposit protection violation is observed, in this case, the deposit-holder responsible for the loss of property. After all, Muhammad (peace be upon him) said: "The Innocent and is not responsible for the lawful holder". Therefore, "Al-Hidaya" says the deposit agreement is a very important agreement among the people, but, if the holder of the deposit shall be responsible for the filing of the deposit as collateral, and

¹Marginani Burhanuddin. Hidoya. Comments Islamic law. At 2 pm, Part 1 -. M.: Wolters Kluwer, 2008. - 192 p.

no one would have refused to believe that such an obligation neck².

Today, these issues of civil law. With the possible survival of a professional civil law relations, which assumes full responsibility for the cargo delivered specialized companies operating in the country. In particular, section 2 of Article 875 of the Civil Code of the Republic of Uzbekistan, says: "The survival of their professional activity is carried out as one of the objectives of the organization (professional protection of deposits) savings contract holder to keep the period stipulated in the contract from submitter materials can provide for the obligation to take . "As we have seen,"Al-Hidaya" In most cases, you can watch the national legislation.

"Al-Hidaya" says mustavdi' (deposit holder) the trust after he accepted the trust or third party submits this amendment, in which case the deposit is responsible for protecting this property. However, I should say, if you deposit the property in danger in the impact of natural disasters, the deposit holder in order to recover the trust can change the storage location. The above-mentioned circumstances described in Articles 882 and 884 of the Civil Code as follows: "The need to change the terms of the deposit protection

materials immediately notify submitter and wait for the response.

If the risk of loss of or damage to the article, the method stipulated by the contract holder deposits, and other conditions change without waiting for a response submitter's.

If it becomes clear risk of deterioration during storage materials or materials being infringed, or if that does not ensure the preservation of its situations, and submitted in a timely manner can not wait to take action, a protective material or a portion of its deposits in place independent of the fact that a price the right to sell. If these conditions are not responsible for the protection of deposits occurred reasons, it is entitled to recover the cost of their purchase costs to sell "(Article 882 of the Civil Code). According to Article 884 of the Civil Code, if otherwise provided by law or the deposit agreement, the deposit holder has the right to transfer without the consent of the submitter's materials to a third party, if it is made necessary to the interests of the submitter's and deprived of the opportunity to get the consent of the holder of the deposit no. Deposit holder to submit the material to a third party must be notified later submitter.

Assigned material meets the protection of deposits for the actions of third parties ³.

² Marginani Burhanuddin. Hidoya. Comments Islamic law. At 2 pm, Part 1 -. M.: Wolters Kluwer, 2008. - 192.

³ Civil Code of the Republic of Uzbekistan. Official publication. The Ministry of Justice of the Republic of Uzbekistan. Tashkent: Justice, 2007. B.359-360.

It should be noted that, if this is confirmed by the witnesses, considered being the responsibility of the objects of the savings deposit holder. "Al-Hidaya", if the owner of the deposit returned the deposit holder is required, but returned in time mustavdi' deposit, the second person will be responsible for saving objects. The reason for this is that the owner of the trust property to withdraw its refusal to return or no return is illegal. Assigned to keep the property with the property of a person can take to keep him, that if he must pay the owner of the real property. A similar rule is stated in Article 879 of the Civil Code: "the material objects stored ownerless like the other applicants and it can be mixed with high-quality materials. To submit equal amount of agreement of the parties or the like, and such materials will be returned.

Ownerless this is carried out in cases stipulated by the contract of deposit"⁴.

"Al-Hidaya", if given the chance to interfere with the property owner, the entire property will become part parties. "Al-Hidaya", according to a two or three-person deposit property to mustavdi deposit, one of the owners came to ask for his share of the deposit, and in this case, the owners of the deposit would be, according to Abu Hanifa, may not

mustavdi' deposit. However, the disciples of Abu Hanifa, the following thought: "Oh, one of the owners, just ask for his share of the deposit should be returned". According to Abu Hanifa, one of the owners of the trust to protect deposits, the most committed to the distribution of these objects. This is not the elegance of the deposit agreement, said.

"Al-Hidaya", according to a person if the object of the deposit of the second person, and the second person, in turn, submits the object of the deposit to a third party, and as a result, the deposit is lost, according to Abu Hanifa, the first holder of the deposit must be paid by the owner of the property right⁵.

Articles 889-890 of the Civil Code of the above interpretation can be seen as follows: "to save the deposit holder of the material loss, low-forth, or damage to the grounds provided for in Article 333 of this Code will be responsible.

Professional savings protective materials for loss or damage:

a result of force majeure;

During the thing to save the deposit holder and you do not know because you do not know the hidden properties;

Whilst the loss of low-forth, or damage to filling kept the responsibility to prove there has been

⁴ The Civil Code of the Republic of Uzbekistan. The official publication. The Ministry of Justice of the Republic of Uzbekistan. Tashkent: Justice, 2007. - 358 p.

⁵ Marginani Burhanuddin. Hidoya. Comments Islamic law. At 2 pm, Part 1 -. M.: Wolters Kluwer, 2008. - 197 p.

an intentional or the result of gross carelessness.

According to the requirements stipulated in the agreement or deposit holder must return the materials submitted to the expiration of the period of confinement is unable to return the material, the holder of the deposit further material loss, low-forth, or damage to the wilful act or gross negligence of reader response "(Civil Article 889). Article 890 of the Civil Code are recognized in the following conditions: "the material loss, low-forth, or damage due to the damage caused to filling if the law is not provided for in the contract or otherwise, in accordance with Article 324 of this Code covered by the deposit holder.

Materials free of charge saved his loss, damage or injury to submitter:

Less material loss and was still going strong - the amount of the value of the lost or missing items;

Material damage - the amount of their value decreased, the amount of compensation.

Which is responsible for the protection of deposits without damage to the original function of the quality of raw materials as a result can not be changed, and transferring it to abandon the deposit holder as well as the value of the article, if the law stipulated in the contract or deposit, compensation for damage to other the right to demand. "

To leave a deposit, the deposit of all, which is a symbol of mutual trust

between the peoples of the ancient habit? Savings regulated on the basis of a variety of human resources. Islam, the Savings Institute verses of the Quran, the Hadith of the Prophet, and the mujtahid a result of the activities of law-making.

According to Islamic law, vadi'a deposit type, appearance, he is a person temporarily left the property, the obligation to maintain and exhaust.

One of contractual relations similar to the relations with the Islamic law of deposits is muzoraba agreement. Muzoraba Arab and Islamic countries, this type of contract. Today, entrepreneurs, traders are standing in front of the main provisions of this agreement the seventh and eighth century of the Islamic Islamic sources and act as a result of legislative activity. "Al-Hidaya", "muzoraba" (XXVII), "the word muzoraba described as follows. "Muzoraba" word-for-word translation of "walking" means that. Law, muzoraba such contracts, it is the money of his own funds between the two sides have benefited from these funds enter treatment. According to the agreement, the owner of the funds in the Lord minimum, the other party is called the geometric. Muzoraba agreement is deemed legally legitimate. At that time, it was born of the need for such agreements. Such situations when someone is the owner of the property, but do not know how to use skilfully;

the others are not property, they had to use skilfully. Muzoraba contract and individuals to take advantage of great opportunity and a challenge. According to the agreement Muzoraba geometric three stages were as follows: in his hand and property savings accounts; the process worked by those who benefit from the status of a deputy. "Al-Hidaya" says muzoraba the subject of the contract, the company was given the contract subject of dirhams and dinars.⁶ So, as you have seen, "Al-Hidaya" muzoraba the subject of the contract. It should be noted that the goods in the Lord of the legality of the contract in force with the transfer money muzoribga. Muzoraba it aqdga (the obligation to) belong to only one of the parties request, the request can be cancelled. According to the agreement with the cancellation of the contract Muzoraba with one of the parties to a settlement.

⁶ Marginani Burhanuddin. Hidoya. Comments Islamic law. At 2 pm. -M.: Wolters Kluwer, 2008. - P.164-166.