

The Impact of Duration in Debt with the Approach before and after of the Expiration of Time

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Abstract

Debt is a general financial that is proven to be the responsibility of one person for another person for a reason, and it is both financial and non-financial, which can be created as a result of contracts or coercive guarantees, and all obligations, including the transfer of property, handing it over, or performing an act or leaving it, are called debt, and the nature of debt is implied.

The main purpose of this research is to examine the effects of death in religion before and after dissolution and the legal consequences that follow.

The research method was descriptive and analytical and field study, which divided the religion into temporary, current and temporary.

The results obtained were that the creditor does not have the right to demand his debt before the end of his life, and in case of payment of the debt, he has the right to return it at his own will. Converting the current debt to the present is also recommended, and converting the current debt to the current debt is only possible with the agreement of the parties. In summary, in financial, non-financial and monetary obligations, the determination of the deposit in case of non-fulfillment of the obligations is correct and demandable, because it leads to the strengthening of the contract based on the principle of necessity, and the breach of the contract causes the injured party to claim the contractual deposit in order to compensate for the damage, although some opinion The debt arising from the obligation in monetary obligations creates the possibility of usury, but the legitimacy of its demand in order to compensate the damage is logical and justified and is subject to the application of Article 230 of the Civil Law

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1. Introduction

Elements of time in different contracts has different legal implications. In some contracts, deadline or determination of time constitutes one of the pillars of the contract in such a way that non-

The Impact of Duration in Debt with the Approach before and after of the Expiration of Time compliance will cause the contract to be canceled, such as contract for delivery with prepayment, or change, such as temporary marriage, which, according to the famous opinion, it becomes a permanent marriage. But in most contracts, postponement is a compulsory condition of loyalty, with different legal consequences depending on the type of contract and condition. One of the topics that has been seriously debated in the works of postponement is the debt. Debt is said to be a fixed interest on the property of another person for some reason,¹ or a commitment made by a person whose performance ends at a specified time. Many jurists consider the element of time and the so-called due date to be indispensable for debt and believe that in debt, the time and deadline are taken into account.² Through the present research, deadline results in debt and its legal results will be investigated. Formerly, buying the debt was considered, but cases like due date prior to deadline and exploring the various considerations are the subjects which would be considered in the present research, also exploring the accuracy of fulfilling the debt and accelerating in postponed debt and the possibility of refund in the cases which are considered in this investigation.

2. The Nature of Debt

Debt is a total finance which is proved on a person's responsibility to another because of a reason. A person whose responsibility is occupied is called debtor and the other person is called lender. The reason of debt fixe in responsibility is, sometimes in the optional affaires like debt or sold item, replacing in the worth of the trade in the credit and, sometimes from forcible affairs, guarantee cases.³

The regulation of debt collection activities presents a challenge from an economic perspective. In theory, well-designed debt collection rules can aid both borrowers and lenders by increasing access to and reducing prices for consumer credit. But poorly designed rules can reduce the effectiveness of debt collection, which will increase losses and lead to higher prices and less access to credit for consumers, especially low-income and high-risk consumers. Rules intended to protect consumers from some credit collection practices could lead creditors to use alternatives that consumers prefer even less.⁴ It was stated that in defining the debt: debt is a total issue and it is not determined unless in faithful and fulfilment.⁵

It is also said in legal definition of debt:

Debt is a commitment on the responsibility of a person for fulfilling a job of preventing from it or financial payment, in legal description, it is a commitment on the responsibility of a person to another's favor, from creditor's point of view it is called demand and from debtor's point of view it is called debt.⁶

Temporary jurists believe that all commitments like transferring the finance or ceding it or doing or leaving an action are debt.

The most suitable and comprehensive definition of debt is that mentioned in Tahrir al-vasilah where states the in responsible debt which can be created because of debt creation like contracts and necessities out of contract (forcible guarantees).

The following can be summarized from the jurists' view of debt: any obligation that a person can claim is called debt. A pledge whereby the pledgee can claim the pledge from the pledge, such as a pledge to perform an act or to quit or a pledge to transfer or a pledge to pay and a pledge to submit to the same.

In view of the foregoing, it can be said that the relation between debt and the obligation is public and private, and the obligation is debt, so any obligation cannot be named, while any debt can be called a debt.

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According to findings, debt is not an obligation for the nation; it is a regime's debt, a personal debt of the power that has incurred it, consequently it falls within this power....The reason these 'odious' debts cannot be considered to encumber the territory of the State, is that such debts do not fulfill one of the conditions that determines the legality of the debts of the State, that is: the debts of the State must be incurred and the funds from it employed for the needs and in the interest of the State. 'Odious' debts, incurred and used for ends which, to the knowledge of the creditors, are contrary to the interests of the nation, do not compromise the latter – in the case that the nation succeeds in getting rid of the Government which incurs them – except to the extent that real advantages were obtained from these debts.⁷

Considering the term debt collection from an economic perspective the following definitions can be understood forward a statement that a goal of debt collection is to recover overdue receivables at the earliest opportunity. It was argued that debt collection is a way of getting back part of the creditor's financial result that he has already lost faith in achieving. Moreover, there is a strong proof for the relationship between the collection policy and the effectiveness of recovered receivables. From an economic point of view, in a short term perspective, debt collection has a great impact on the level of accounts receivable and payable, i.e. cash flow, whereas in the long term perspective the uncollectible debts influence the overall economic situation of a company. In the literature, much has been written on this, mainly from the financial perspective, putting emphasis on economic ratios and negative consequences for a company's cash flow. From the financial point of view, debt collection affects the level of accounts receivable and payables, thus cash flow.^{8,9}

3. Types of Debt

3.1. Long-Term debt

A long-term debt is a debt that the creditor is not entitled to claim and is not obligatory on the bonds unless the due date expires and the due date and time have elapsed.¹

3.1.1. Debt not being provided unless the Payment is delayed

If a lender provisions on debtor that having delay in paying installments, he should pay the other installments in cash, while doing it on debtor is not necessary and according to the jurists, doing the delayed provision in debt is not condition.^{10,11}

3.1.2 Hurry in Long-Term Debt

Narrations from Imam Bagher and Imam Sadegh: about a person who is under the debt until the clear delay and lender comes to him and says: five me in cash and in front of that I forgive or says: give some of my lend in cash and in front of it I increase the delaying time, he says that there is no problem until the lender increases the main money's amount, God says: "Falakom Raouso AAmvalakom La Tazlomona Va La Tozalmoon, in English; You have your money heads, do not be wronged or unjust."¹²

From Imam Sadegh, narrator says, I asked from Imam Sadegh about a person is debtor, if he is said to before the deadline to give the half of right in hurry and in front of the other half which I would not to take from you, is this correct and halal? The Imam answered: yes.¹²

3.2 On-time Debt

It was mentioned above that jurists know the delay element necessary in debt, while it is mentioned in the religious jurisprudence texts about dividing the debt; that is, debt is on-time or deadline. The on-time one is a debt which doesn't have a special time for paying and the deadline debt is in opposite of it.¹

With extra explanation in the below text, the deadline and on-time debt are explained like:

The on-time debt is a debt which lender is right to take and the debtor must compensate it if he has the ability. Therefore, a debt whose time has come is really a debt because its time comes and delaying for it is not acceptable, but since through the demonstration and at the beginning discovery of delay, this causes to call the debt, and on one side, it is not possible to abdicate the debt from on-time debt and this is another reason for calling debt to on-time debt.^{2,13}

According to mentioned definitions about debt and below reasons, the opposite view of the above mentioned idea has some fans, first, the truthiness of the debt toward a debt whose time is coming soon is doubt.

Second: narration of Talhe Ebn Zeid, Prophet Mohammad said: Debt is not sold to debt." According to Tousi,¹⁴ refine the rulers to explain the convincing rules, while the debt includes the delay debt and on-time debt, because this hadith has failure, so it should be surely qualified like the delay debt,¹⁵ but some of the scholars prefer the debt to on-time debt.¹⁶

Therefore, whenever we consider the nature of debt to be fulfilled, it is both debt that has not yet come to pass (delayed debt) and debt that has not yet come to pass (long-term debt), both of which are subject to the debt of the Prophet (peace be upon him) who said will be "Debt is not sold to debt."¹⁷

3.3 Temporary Debt

In our rights, debt that is delayed and subject to future maturity or eventuality is called a "temporary" property debt and a debt whose termination and termination depends on the event or time in the future.

In our law, "delay debt" is used against "on-time debt" and "temporary debt" against "permanent debt".¹⁸ Because debt delays the execution of the obligation, while in the present debt it is possible to execute and the creditor has the right to claim. Provisional debt, on the other hand, is a debt that is very long and demanding, and the deadline determines the end of the execution and the due date cancels the commitment. On the contrary, it is not conceivable for permanent debt, such as a commitment that one undertakes to abandon a particular action against another.

4. Conditionality or Limitation on Debt Deadline

It has been used in jurisprudence sources to state that the indebtedness of a debt is a condition and sometimes a condition that the term is often a debt of a condition. The debtor may perform the principal contract or, after the principal contract has been concluded and the debtor has established the debt, by making a formal and subordinate contract, the debt shall be repaid. There is disagreement among jurists about delaying the on-time debt (Makki Ameli AJ, 1410, P. 125). However, debt repayments are not always due to the condition, sometimes the term is descriptive and can cause debt to be delayed. Therefore, it can be said that postponement, although often obligatory and conditional on debt in the form of debt, may be regarded as a part of restraint, as Dr. Katouzian in his book, both payment deadlines refer to: in most cases the deadlines set by the parties to fulfill the obligation are subordinate, which means that failure to do so does not eliminate the principle of debt and only gives the creditor the right to claim damages arising from the delay. However, it is sometimes the case that the due date is so important to the parties that it is said that compliance with the covenant outside is not their intention (Katozian, 1996, P.p. 122, 123 and 136).

According to what has been said, whenever we can break down the debt into two legal entities of debt and arrears, it turns out that the maturity of the sub-contract has created a right for either or both of them. Is. The element of due date in this case means the right to delay payment of the debt to the customer, but sometimes the due date may create a right for the parties (The creditor and the debtor). In this case, the due date means the right to delay payment to the customer and the right to maintain the property is in the interest of the creditor. The due date is purely for the benefit of the creditor, which means that the creditor has the right to retain the property. Sometimes the due date may be considered part or parcel of exchange, in which case it is not possible to analyze the exchange or exchange of two legal entities, and it is a partial and costly exercise, rather than in the sense of creating a right.

5. Delay Results in Debt

5.1. Delay Forbids the Demand before the Due Date

A debt condition is usually owed to the debtor so that the creditor cannot claim the debt before it arrives. In this case, the obligation arising out of the condition is imposed on the creditor, but the debtor can renounce the privilege he has and pay the debt before its due date. (Article 4 of the Civil Code).² Of course, in jurisprudence, the popular view is that if the buyer pays for the property prematurely, it is not obligatory on the seller and it is argued that the creditor is also entitled to the existence of an agent (scholar)¹³ and some have added that the creditor does not have to accept the debtor's deduction.²⁰

It has not been established in the principal civil law, which declares delaying to the benefit of the debtor. Sometimes it may be to the creditor's interest: for example, a loan agreement may stipulate that the debtor cannot repay the debt prematurely and disrupt the creditor's investment. In loan contracts whose survival is beneficial to the creditor, it appears that delaying is for the benefit of both parties and that neither party has the right to violate it.²¹ So, the condition of the execution may be for the benefit of the debtor or the creditor, or both: in the first two assumptions, the conditionality may exceed its special right; It is bound to contagion.

In other words, when the obligation is fulfilled, the debtor has no right to execute the obligation before it reaches the contract. However, if he is only committed to the interest, he can skip this and pay off the debt sooner and the creditor will have to wait. Article 1: In the case of a debt: If the borrower has a fixed amount of time to repay the debt, the debtor may not claim his debt before the expiry date. This rule shall not apply where the long-time debt is subject to the rule of law. Thus, if the debtor goes bankrupt or dies, the contractual time does not prevent the claiming of debt.²¹ It follows from the provisions of Article 5 of the Civil Code that the law presumes that the due date of the obligation has been fulfilled for the benefit of the debtor, and therefore he has no obligation to delay his loyalty. Whenever the provisions of the contracts state that the term is for the benefit of the parties or the creditor, the debtor may not disrupt it and make early repayments.¹⁸

5.1.1. Prohibition of Claiming Debt before the Time Comes

In examining the prohibition on pre-maturing debt claims, there are several questions, including: Does the time delay the owner's right to claim his property or even delay it over time? Does the agency remove the indebtedness of the debtor or is the effect of time something else? Mohaghegh Thani said in possibility of reducing the time from customer's point of view:

Since the delay in the contract is necessary, the time cannot be elapsed.²²

The first theory: that the purpose of the scholar is to say that time is a verdict and that a verdict cannot be overturned.²³

The Second Theory: Perhaps, in the opinion of Mohaghegh Thani, time is the concept of the creation of right, but it cannot be extinguished since the creation of the right took place during the necessary contract.²³

If we regard time as a judgment, we must consider the creditor's indebtedness to the claim of the debtor as a result of the time judgment, which has both a statutory and a statutory effect.

5.1.2. Non-Refundable Right to Pay Debt in Due Time

The effects of the statute of limitations are to fulfill the obligation, not to create it. The due date is a custom that delays the implementation of the commitment. And the difference between the overdue debt and the suspension is that the arrears are not realized before the condition occurs, but the long-term arrears exist. Therefore, if the debtor repays its long-term debt early, it is not entitled to repay it because it has in fact abandoned the concession and paid off the existing debt. Observance of the provisions of Article 4 of the Civil Code which governs natural debt (debt that the creditor never has the right to claim) is superior to long-term debt because long-term debt cannot be claimed temporarily, but waiting for the term to come to maturity. It gives credence to an existing thing. So it can be said with certainty: "... if he commits to doing so, his claim for extradition will not be heard."

The question that remains is, if the debtor wishes to repay the debt on his own but mistakenly, is it possible to repay it, or should it be said, since the existing debt is repaid, no longer repayable? (In French law, the general and prevailing opinion is the impossibility of extradition, and Article 6 of the French Civil Code expressly prohibits it. Egyptian civil law (1) provides that the debtor may give the interests of the creditor earlier than the creditor is entitled to. He has paid to get it.²⁴

There is no specific rule in our civil law, and it seems that one of the two ways should be:

Article 1, the civil law concerning the principal is not applicable because the creditor was entitled to receive it. What is wrong with the creditor's property is the difference between the long-term debt and the present value of the debt that must be repaid in some way and the repayment of the interest subject to the pledge is one way of remedying the injustice.

2. Untimely execution is also a matter for the wrongdoer and the creditor to maintain what has been dealt with. Delaying does not only delay the right to claim and claim that the creditor's acquisition of the improper debt is not repayable; delaying extinguishes the right to dominate the debt before it expires. Thus, if the creditor succeeds in doing so in the course of time or by mistake, he cannot, contrary to his covenant or the debtor, seize the subject of the obligation. What gives this act legitimacy is the debtor's reluctance to withdraw from the privilege and, in our view, such will is grounded in error and ineffectiveness. As a result, the debtor should be empowered to repay what he has paid early and inappropriately.

Both cases may be subject to litigation, but the latter is more rational and consistent with the current state of our laws.^{18,21}

5.2. Due Date Necessitates Repayment of Debt after the Due Date

The expiry of the salary has two meanings: one is the contractual meaning and the other is the coercive meaning, the debt may be on a contract basis when the due date is due, for example in the contract of sex for the surrender of the sex or payment of time is specified in The due date is bound to pay off the debt. Debts may be coercive, such as the maturity of deceased debt.

So when the time expires, the obligated debt matures, in which case the obligated person can claim all of his legal rights to the obligation. So if the debt is long-term and has been pledged, the creditor can repay the mortgage as time expires, or he can claim the sum after he has expired, if he pledges. He does not fulfill his obligation to abolish the law,²⁵ but since the condition of duty is one of the conditions of action, he requires the latter to terminate after referring to him and his impossibility. But if he fails to fulfill his obligation, for example, he wants to give up the sex but the buyer refuses to accept it, he must go to the ruler. The seller is gone.²⁶

The jurisprudential books on the necessity of paying the debt after maturity say: "It is permissible for the debtor to claim the debtor's due and due debt upon maturity of the debt. It is obligatory on the debtor to discharge the debt. Even though he deals with all that he owns except for the later ones that are exceptions." The landlord justifies this for several reasons:

1. The emergence of the jurists' consensus that some of the long-term debts are confirmed by the Muslims as having been argued to be contrary to this has been argued in some respects.

The second reason is that if the debtor is not obliged to do so, the debtor will not be obliged to abide by the contract and replace it, and the precedent like him. However, the melancholy is very apparent, but it is a substitute for the public revelation of the verse of "Fulfill the Contracts."

3- If it is not obligatory to leave the debt, it is necessary to discharge the owner of the debt and the replacement is void and the precedent like it and the replacement of the debtor for the sake of harmful and harmful public.

4- The fourth reason, if it is not obligatory, the owner of the dominant debt on his property that has given it to be in debt will not be a vicious substitute, so the precedent like that and the voiding of the substitution for the sake of the ruling of the Imam Ali.

5. Fifth, the factors attributable to the necessity of debt repayment and confirmation of some of the deadlines stipulate that the public justifies the necessity of debt repayment and the possession of public property.

6- The sixth reason is the news of Amara that some of the elders consider to be authentic from Imam Sadeq who said: Amir al-Mu'minin beheads a person and if he claims against his debt, then he orders to divide the rubbish into them and if He would refuse to sell it and divide it among the debtors. This same narrative of Imam Sadiq from Ali imprisoned him for debt and checked if he was in debt to the creditor and paid debt and if he did not have the money.²⁷

5.3. Legitimacy of Claims for Damages or Liabilities in the Event of Delay in the Payment of a Debt or Payment

Since after the settlement of the debt, the payment of the debt or the surrender is effected as the effects of the assignment, and the debt includes both monetary and non-monetary obligations (for example, the debt owed by the buyer up to the due date). At the time of his payment and the cash payment due to the customer until the due date of his payment), the successor parties may, through the provision of the contract, seek compensation for delays in the payment of the obligation or payment of debt, though This in particular makes it possible for usury suspects to argue with criticism. Therefore, it can be stated from other works that if, after the expiry of the term, the

The Impact of Duration in Debt with the Approach before and after of the Expiration of Time parties fail to fulfill the obligation within the prescribed deadline, they will claim damages on the basis of the concluded and bounded condition of the performance of the contract. Because the condition is in addition to the principle of validity that the rule of Al-Mu'minin confirms.

In view of the difference between monetary and non-monetary obligations in terms of the effects of delayed payment on debt and the possibility of usury in monetary obligations, the legitimacy of claiming damages in these two types of obligations is examined separately:

5.3.1. Claim for Damages Arising from Non-Financial Liabilities and Expiration

Article 220 of the Civil Code emphasizes both the enforcement of the contract and the obligations of the contractors to the results obtained by the law of the contract. PKatouzian states: According to Article 515 of the Code of Civil Procedure, damages for non-compliance and damages for delay in the performance of both obligations arising from breach of contract can be claimed.^{28,29} Imami also states that: If compensation is specified in the contract, it stipulates that it will be obliged to compensate in case of delay or failure to perform the contract.³⁰

5.3.2. Claims Arising from Non-Payment of Debt on Monetary Obligations

Claims arising from non-payment of debt on monetary obligations at the expiration of a specified period of dispute. Whereas after the expiration of the specified period of time, assuming that the client has not paid cash and that he has violated it pursuant to Article 230 of the said Civil Code, he is entitled to a cash payment and is entitled to indemnification and liability under Article 522 of the Law. The Civil Procedure Code, which refers to the delay in payment of cash debt by calculating the central bank index since the claim, and to claim damages in excess of the damages provided for in section 522 of the same law, would justify usury with a new face and in such a case. By usurping the obligation of obligation beyond the legal basis, it also invalidates jurisprudential principles and It should be regarded as valid, as in jurisprudence, although the principle is based on the validity of the conditions, critics believe that it is permissible if the condition is not contrary to the book and tradition and does not lead to ignorance in sales and cash.²² Obligations and damages more than the legal basis make the condition contrary to the book and the tradition void and therefore invalid, although some have simply considered disagreeing with the book and the tradition to be inadequate and ignorant.³¹

However, what appears to be the circumstances and circumstances of the contract and the type of condition during the contract after the due date in the payment of the debt which may be caused to the seller by the client's failure to comply with customary practice Because delays and repayments are not sufficient to compensate the seller and the inclusion of a claim under Article 230 of the Civil Code is typically entitled to compensation and the origin of the compensation is due to non-payment of market fluctuations and inflation and inflation. Article 522 of the Code of Civil Procedure does not provide for customary and rational redress. And are resorting to Article 230 of the Civil Code is consistent with the rule "the believers are at their conditions" is not an indication of interest in accordance with the law and the sharia.

5.3.3. Analyzing and Reviewing the Obligations of the Applicable Debt Guarantee

Considering that the nature of debt in liabilities and contracts with maturity effects of debt has been studied and taken into consideration by jurists and jurists and that the liabilities are either in liabilities such as surrender of the sex sold or formal settlement by the seller and in cash. It is current and due and stipulated as a condition in the obligations of the parties, and the parties anticipate, in due course of time, the determination of the amount of the obligation as an executive guarantee. Or the breach of the parties is true despite the due date within which they have fulfilled their obligations, but The interpretation of the article is different from that which is incompatible with justice and fairness, although some jurists also hold differing opinions as to whether the delay in surrender of the sold sex or the formal settlement of the document in any way entitles the client. However, they are not obliged to pay cash for the cash, so the question here is the delay in delivery may be due to customer entry loss but the delay in failing to set up an official document will delay the payment of the claim. Whether or not the obligation as a performance guarantee is correct and the obligation imposed on it more than the cash transaction whether or not all it claims. In the case law, all of it is demanded that it is out of justice and fairness, and in delaying the cash payment, the equation of indebtedness is regarded as monetary debt, and in the judicial process it is widely regarded as illegitimate usury. They do not know what the question is now assuming that the bulk of the cash is in the customer's hands and refuses to pay the cash by selling the customer's sold sex, which, judging by the jurisprudence and some of the jurists, does not consider the claim for non-payment to be correct. It is also out of fairness and justice because the client uses both cash and non-cash Sold.

All these obligations appear to refer to the time and requirements of the circumstances and circumstances of the obligations in terms of monetary and non-monetary obligations, albeit in the monetary obligations of Article 5 of the Code of Civil Procedure in respect of delayed payment of sums but The custom of the place in the obligations of the parties may be established by the civil court in accordance with the principles of fairness and justice in the season of hostility of the parties.

6. The legal Fall Due on Debt

The statutory term of the debt can be abolished in two cases and the obligation can be claimed, involving obligations that relate to the transfer and surrender of property, and in particular money, not the act and business of the debtor.

6.1. Death

6.1.1. Due Date Because of Death of Debtor

Pursuant to Article 5 of the Penal Code "Deadline Debt Comes After Death", the deceased's debt is due to be settled and paid to individuals as soon as possible. And not be exposed to the inheritance or possession of property. Here, of course, the down payment of indebtedness, without reducing it, is at the expense of the heirs and does not seem fair, especially in the assumption that the debt or overdue installments are all too long.¹⁸

As stipulated in Article 705 of the Civil Code, the deceased is guaranteed to die, whereby the deceased owes the due debt when the guarantor dies and the debt will not remain in debt. Ayatollah Khomeini states in Tahrir al-wasilah: If the guarantor guarantees the due date of the debt, then he dies before the deadline expires and the bail must be removed from his branch. His heir does not have the right to refer to the subject of Anah unless the term of the debt expires.³ Other jurists have stated that, when the bail is due and the deceased dies, his debt is paid And the heir does not have the right to go back to the subject of the ayah unless the debt is due or expires because the principle is about the survival of the due.³² It was believed that when the guarantor dies before the expiration of the term and the heirs pay the debt from the branch and after the due date they have the right to return to the subject of the debt because debt has not been compared to the subject of the loan.¹⁴

And also when the debtor dies and the due debt is due, it is canceled because the debtor is due to die and the debtor can either claim the debt from the heir or wait until the end of the term.¹⁴ Accordingly, some jurisprudents have argued that the due debt is paid by the mortgagor because the debt is subject to the debtor, he has a power of attorney.^{33,34}

In the case of remittances, jurists also believe that long-term debt cannot be repaid because it is due to the debtor's interest. However, when it is impossible to die, the debt is due because long-term debt is paid by the debtor.^{20,34}

So, because of the residual bail of Imam Sadeq (AS) from his father Baqer (AS) he said: (If the man has a debt in the order and the man dies, the debt will be dissolved).¹³

But it is not due to the death of "Dain", so it is because the deadline for the death of the judge is fundamentally contrary to the rule, and in such cases the case must be limited to the case.

This is in addition to what is understood in the collateral to validate the assignment of the collateral to the death of the debtor.³⁵

6.1.2. Inability to Debt with Debt Deceased

And if the creditor dies, delaying remains in his position and it is not up to his heir to pay his debt before the due date expires.²³

As a result of the death, the debt of the deceased until that time has become a debt right and becomes the property of the deceased, whether it is due or not due, but if the creditor dies, the due claims will be He will remain and the heir will have to wait until it is due, because the debt due to the deceased due to default is not found in his due date³⁰ and because of the failure to comply Avoiding or eliminating the obligation to pay current debt. Contrary to Ibn Al-Jaind, who assumes that in case of misery, due debts are due, and his documentary in this judgment is to compare the poor to the myth, while the analogy is invalid.¹³

6.2. Debtor's Bankruptcy

According to Article 5 of the Business Bankruptcy Law, the merchant has to pay his due debt. The judgment requires that any due debt, whether due to the debtor or the creditor, results in a bankruptcy judgment. However, the tone of the sentence that speaks of a discount to bankrupt interest suggests that the article is about a case in which the bankruptcy benefit is due.

The court has not yet had the opportunity to decide on the matter, but it seems difficult to pass a sentence based on the appearance of Article 7 and the historical basis of that sentence, especially given the deadline that has been awarded in bankruptcy.¹⁸

7. Conclusions

Debt is a liability that is a fixed liability and includes all liabilities whether transferable or surrendered or acted or left to be claimed. The debt-to-liability relationship is public and particularly absolute. Every debt is a liability, but not every debt. The debt's concept implies the element of time and due time, the debt that has not reached its goal (long-term debt) and debt that has reached its time (on-time debt) are both liable for the debt incurred in the Prophet's (peace be upon him) narration, as stated by "Debt is not sold to debt", this means that the sale of two long-term debt securities that are pre-sale debt are forbidden and that the sale of debt to the debt is considered time-consuming. Obligation or debt payment may be for the benefit of the parties or the creditor or the debtor, and may sometimes be part or parcel of the cash. Debtors who are subject to debt and exchange swaps have different effects on the terms of the performance guarantee. In temporary debt, it determines the execution and the end of the execution, and the due date breaks up the obligation. It has the will to act with the will, and delaying will make it necessary to repay the debt after it arrives, and it will not be possible to terminate the debt, though the ruler may be compelled to do so. Slowly, it is obligatory, after the debtor has paid it, and the delay in payment of the debt will cause a delay or indemnity right. Yes, absolutely, but the claim for damages, delayed payment of the common type of debt that creates the possibility of doubt, and that the debt is due date, but with the death of the debtor, a due date that includes a guarantee and mortgage. It does not happen in time because it owes time to profit.

References

1. Mousavi Sabzevari SA. *Mahzab al-ahkaam fi bayan al-halal va al-haram*. Vol. 21. Qom, Iran: Al-manar Publications; 1995.
2. Najafi SMH. *Javaher-al-kalam*. Beirut: Commentary on the Laws of Islam; 1990.
3. Mousavi Khomeini SR. *Tahrir al-wasilah*. Tehran, Iran: Islamic Publications Office; 1986.
4. Zywicki TJ. The law and economics of consumer debt collection and its regulation. *Loy Consumer L Rev*. 2015;28:167.
5. Mirazaye Ghomi A. *Jame al-shetat*. Vol. 3. Tehran, Iran: Tehran University Press; 2003.
6. Jafari Langroodi MJ. *Terminology of Law*. Tehran, Iran: Ganje Danesh Publications; 1998.
7. Howse R. The concept of odious debt in public international law. In: *United Nations Conference on Trade and Development*, 2007.
8. Łada M, Wejer-Kudelko M. Success Factors and Barriers to the Effective Debt Collection Process. Research Papers of the Wrocław University of Economics/Prace Naukowe Uniwersytetu Ekonomicznego we Wrocławiu, 2018.

9. Wu T, Lin M. Relationship of CEO inside debt and corporate social performance: A data envelopment analysis approach. *Finance Res Lett*. 2019;29:308-14.
10. Moghnieh MJ. *Fiqh of Imam Jafar Sadiq*. Vol. 3. Qom, Iran: Ansarian Publications; 2001.
11. Moghnieh MJ. *Jurisprudence of Imam Ja'far al-Sadiq (AS)*. Qom, Iran: Imam Sadeq University Press; 2017.
12. Boroujerdi SH. *Jame ahadith al-shia*. Tehran, Iran: Farhange Sabz Publications; 2008.
13. Hor Ameli M, Hosseini Jalali MR. *Tafsil vasa'el al-shia ela tahsil masael al-sharia. Tafsil vasa'el al-shia ela tahsil masael al-sharia*. Vol. 2. Qom, Iran: Aal al-Bayt Institute; 1995.
14. Tousi MH. *Al-khalaf*. Qom, Iran: Jama'eat al-mudrisin fi al-huzat aleilmiat qom, Islamic Publishing Foundation; 1987.
15. Meghdad F. *Al-tanqih al-Rai'a lemokhtasar al-Shara'i*. Qom, Iran: Ayatollah Al-Marashi al-Najafi's school; 1984.
16. Ghazali M, Rafei Ghazvini AK, Fayyoumi A. *Al-masbah al-munir fi qarib al-sharrah al-kabir al-lafr'a'i*. Vol. 1. Qom, Iran: Dar al-hijra Institute; 1994.
17. Tabatabaei Karbala'ei A. *Riyadh al-mas'il fi bayan al-ahkaam be al-dalael*. Vol. 1. Beirut, Lebanon: Daar al-hadi Publications; 1992.
18. Katouzian N. *General rules of obligations*. Tehran, Iran: Yalda Publications; 1996.
19. Makki Ameli AJ. *Al-lumeat al-dumashqia fi faqih al-imamia*. Beirut, Lebanon: Daar al-turath; 1990.
20. Helli H. *Tazkarat al-foghaha*. Vol. 1. Qom, Iran: Aal al-bayt Corporation; 1995.
21. Katouzian N. *Civil Rights Foundation (Contract-Defense Legal Applications)*. Tehran, Iran: Ganje Danesh Publications; 2017.
22. Mohaghegh Karaki A, Helli H. *Jame al-maqaasid fi sharh al-qavaed*. Vol. 1. Qom, Iran: Aal al-bayt Publications; 1994.
23. Rouhani SMS. 1998. *Menhaaj al-Faqahah*. Vol. 6. Qom, Iran: Anvaar al-hoda Publications; 1998.
24. Sanhoury AA. *Al-wasilah fi sharhe al-qanoon al-madani Al-wasilah fi sharhe al-qanoon al-madani*. Vol. 1. Beirut, Lebanon: Al-Halabi human rights Publications; 2009.
25. Baaboyeh Qomi M. *Al-magna*. Vol. 31. Qom, Iran: Imam Hadi Publications; 1994.
26. Helli EE. *Al-Serraer al-havi le tafseer al-fatavi*. Qom, Iran: Islamic Publications Office; 1990.
27. Tabatabaei M. *Al-manahel*. Vol. 1. Qom, Iran: Aal-albayt Publications; 1864.
28. Katouzian N. *General rules of contracts (concept, conclusion and validity of the contract)*. Vol. 1. Tehran, Iran: Ganje Danesh Publications; 2006.
29. Katouzian N. *General rules of contracts (contract validity, cancellation theory and non-influence)*. Vol. 2. Tehran, Iran: Ganje Danesh Publications; 2006.
30. Imami H. *Civil rights*. Vol. 1. Tehran, Iran: Islamiyah Publications; 1999.
31. Jabaei Ameli ZM. *Al-Rouzah al-bahiyah fi sharh'i al-lomah al-dameshqiah*. Qom, Iran: Ganje Erfan Publications; 2006.

32. Helli H, Bahadori E, Sobhani Tabrizi J. *Tahrir al-ahkaam al-shariyah alaa mazhab al-emamiyah*. Vol. 1. Qom, Iran: Imam Sadiq Publications; 2000.
33. Al-faghaani M. *Al-masa'il al-fiqhiyah*. Fiqh Al-shia Institute; 2000.
34. Rajayi M, Feyz Kashani M. *Mafatih al-Sharayeh*. Vol. 1. Qom, Iran: Ayatollah Marashi Najafi Library; 1705.
35. Iravani B. *Doroos tamhidiyah fi al-feqh al-estedlali alaa al-mazhab al-jafari*. Vol. 1. Qom, Iran: Feqh Publications; 2007.