ABSTRACT

It has been observed that the rekindling of the values of apprenticeship has been one of the most significant trends in Technical and Vocational Education and Training (TVET) in recent years, by organizing the youths to undergo apprenticeship training in various vocational fields which could make them independent on the completion of such skill acquisitions but, this is usually faced with multiple problems. This paper intends to review the inception of apprenticeship practice and Technical and Vocational Education (TVET) in Nigeria. It expounded on the Development of Technical and Vocational Education and Training (TVET) after independence and the role of technical and vocational education in nation building. Problems and prospect were outlined to suggest way forward in line with the global needs for sustainable self-employment strategies especially among the youths.

Field of Research: Repositioning, TVET, Apprenticeship, Nation building, youth, self-employment

INTRODUCTION

In this study involving rates of change that occurs after the full payment in advance, the Islamic banking has the right to give a rebate (ibra’) to customers. Granting such as measures to reduce the burden of the customer as well as a favorable alternative to solve customers financing repayments made to the bank. Giving it makes a profit rate of the original contract signed in early counting period is derived based on the latest advanced than the original period is longer.

Accordingly, although originally been assigned a fixed profit rate but makes a profit rate rebate altered and reduced the value of the original amount of the payment to be paid by the customer. This mechanism as a step taken by the Islamic banking as conventional banking rival seen as more flexible in determining the profits can fluctuate based on the percentage rate of interest according to certain periods. In contrast to the Islamic banking has set a fixed profit rate makes when changing over the rebate as an alternative to reduce the amount of payments corresponding to the new period is shorter.

In this case, the rebate will reduce the rate of profit which was established at the beginning of the contract due to an earlier period than the original. It appears to have similarities and relate to methods da’wa ta’ajjal settle the debt in issue. The equation is seen from the point of origin due to a reduction in the total value of the original period accelerated. Researchers looked at the views of the scholars have studied this issue for a better understanding of the fundamental laws of the relevant rebate in relation to methods da’wa ta’ajjal.

This study wanted to see how flexibility can be applied for the benefit of Islam compete with the long-term benefits by conventional banking. Thus making welfare indicators in profit levels specified in the initial contract but specified.
REBATE ACCORDING TO ISLAMIC FINANCIAL PERSPECTIVE

From the point of language, which is the rebate for a word from the ba ra 'a (برأ) which means free, clean and away (Ibn Manzur, t.th : 7 : 272). From the point of the term, the rebate gives two meanings, namely:

i. Presented whole or part of the debt to the debtor.
ii. Drop the title to be dependent on others.

Based on the definition of the term, meaning both the rebate provide similar but different implications from the point of implementation. Equations prevailing at the implications of the rebate is both the meaning of the original title refers to eliminate someone on something possession. While the difference between the two is the implementation of a mechanism in removing the original ownership either through gifts or drop the title voluntarily. The gifts then he dropped the title to be given new ownership is awarded to the person on it. It is no longer entitled to claim because the ownership has changed ownership. While the drop of ownership by eliminating the original rights in demanding the rights of the person responsible. It is no longer entitled to claim for the right to abortion was not performed.

Referring to the concept of the rebate occurs in two forms and both fulfill the meaning of the rebate. According to the researchers, both have their own conditions based on situations that can occur and it has to do with ownership and also abortion, namely abortion. Both of these concepts are also linked to the rights of the owners of a particular occurrence of a rebate or not. But its implementation is different. In the concept of ownership, the implementation of the rebate requires the approval of both receiving new ownership. As long as the new beneficiary approves the rebate process will not happen. This is because ownership will not take place without the consent of the other party. Unlike the concept of abortion, the rebate is automatically applied when the original owner the right to abort because it involves only one side.

There are two implications of the concept of rebates. The scholars differed concerning this matter and further scrutinize the implications of the two with some of the effects of implementation on three implications:

i. Rebates are abortion

This opinion is the opinion of the majority of Hanafi, Shafi'i school of opinion in the long and accurate opinion in the Hanbali school. In this context, the rebate is subject to abortion rights are dependent on other people. Conversely, if these rights are not within the liability of someone like al-shufcah rights, then it is not considered a rebate, even considered abortion alone. Thus, the rebate viewed more specific than ownership.

ii. Rebates are ownership in certain situations.

This opinion is an opinion that is mentioned by some scholars Shafi'i School. In this case, Zakariyya al-Ansari said: Even if the rebate is owned but is required of abortion.

iii. Rebates are absolute ownership

This is the opinion of the rajih in Maliki as stated by al-Dasuqi. This opinion is also a new opinion in the Shafi'i School. Ibn Muflih quoted that part of Hanbali scholars state that the rebate is the property absolutely. They said: “if we agree that the rebate is abortion, then as if he (the creditor) has given the (debt) and then (outstanding balance) fall (from the debtor)” expression Ibn Muflih it still shows that the rebate has a purpose abortion even if it leads to the transfer of ownership of the subjects in the rebate.
Thus, the difference rebates implications either abortion or give the meaning of ownership make it a rebate cancellation or withdrawal of the rebate of the scholars are divided into two opinions:

1. Giving rebates can be recalled at any time as long as the recipient does not apply acceptance of rebates. Here, the rebate is meant by the transfer of ownership of the property. This is because ownership requires qabul to verify the legal transfer of ownership occurs. So before the acceptance, possession is not legitimate and can be withdrawn.

2. Giving rebates can not recall what the rebate because the rebate is intended to abortion that abortion rights. When someone has to drop his, then he is not entitled to withdraw because he is no longer entitled. This is because, abortion occurs by simply giving one-sided without the need for acceptance from both parties.

**REBATE APPLICATION ANALYSIS IN THE CONTEXT OF DA’ WA TA’AJJAL**

Rebate part of the debt through payment or settlement tough early practiced in the Islamic banking system today really have in common with the concept known as da’ wa ta’ajjal. According to al-Subki, methods da’ wa ta’ajjal means “someone who has a formidable debt burden is still in others, the debtor to the creditor, said:” abort some of you, and I hasten payment of the balance; or creditor to the debtor said: hasten payments in part to me, and I will omit the rest.”

This issue has been debated in the books of jurisprudence in detail. Apparently jurists disagree about the law of da’ wa ta’ajjal, but they disagree about it as follows:

i. There must be absolute, whether conditional or unconditional. This is the opinion of the majority of scholars.
ii. Must be absolute, whether conditional or unconditional. This is the opinion of a small number of scholars.
iii. Must if unconditional, and not have to if conditional. This is the opinion of some Hanafi and Shafi’i.
iv. Must be in debt bondage (dayn al-kitabah). This is the opinion of some scholars, Hanafi and Hanbali.

Based on the diversity of opinions of scholars over, and see the rebate application within the context of Islamic banking in Malaysia, this study will classify the form of rebates in da’ wa ta’ajjal into three, namely:

1. Rebate tough part of the debt without any conditions.
2. The rebate part of the debt is tough for a non-binding agreement (ghayr mulzim).
3. The rebate part of the debt through binding agreements and requirements.

**The Rebate Part Of The Debt Is Tough Without Any Requirement**

The first form of this can be seen in the situation of the bank provide for discretionary rebates or voluntary (tabarru’) to customers who make an initial payment even if no requirement or initial approval occurs between both the bank and the customer. For example, a customer has a debt with the bank - due to tough trading contracts - which must be paid in installments over 10 years. After five years, the customer wishes to make full payment of the debt incurred. In this case, banks give rebates to customers for early payment is made, even if no claim is made by the customer or no requirements apply when the contract was signed.
Rebate application within this context allowed by the majority of Hanafi and Shafi'i. However, Imam Malik did not allow any form of rebate for early payment of its absolute (whether conditional or not) to close the road to the usury.

This opinion was adopted by Majma' al-Fiqh al-Islami in resolution no. 66/2/7 concerning the sale and purchase in installments during the 7th conference on 9-14 May 1992 equivalent 7-12 Zulkaedah 1412 which reads:

"Abortion is a tough debt, due to expediting payment, either at the request of the creditor or debtor, (da' wa ta'aijāl) is allowed according to Islamic law. It does not fall within the category of usury is forbidden if no prior agreement, and if the relationship between creditors and debtors mutual. In the event of third party intervention, then (da' wa ta'aijāl) is not allowed, because it would take legal discount securities (sale of debt to third parties)."

**The Rebate Part Of The Debt Is Tough For A Non-Binding Agreement (Ghayr Mulżim)**

The bank has pledged to provide a rebate to the borrower if he makes an early settlement of debt. However, the agreement is made not binding, but it is based on the discretion of the bank. Examples Rebate applications. This form can be seen in most of the financing is made by Islamic Banking Institutions (IPI) in Malaysia. Rebate clause usually explicitly stated in the Product Terms and Conditions or the Offer Letter.

Rebate applications through non-binding promises are formulated based on the current practice of rebates in the context of Islamic banking institutions (IPI) in Malaysia. Rebates in this form are not significantly different than in the rebate without the requirements that have been discussed above, because of the effect of both is the same, the rebate will only be given to borrowers who make early repayment of the debt voluntary or at the discretion of the bank.

In this case, although there is agreement and the terms of the contract, no legal action can be taken on by the bank if the bank refuses to fulfill his promise to give rebates to customers because the rebate is placed entirely on the bank's discretion and suitability. Terms of the rebate in the form of unilateral context that seem favorable to the bank alone. Inclusion rebate clause in the terms of the agreement such as the above is just to show the commitment of the bank to give rebates, despite the fact that he did not bring a different effect if the clause is not included.

The rebate part of the debt through agreements and requirements

Rebate on parole is the essence of the debate on the da' wa ta'aijāl. This because of a dispute whether da' wa ta'aijāl allowed or not rests with the requirements made. Examples of da' wa ta'aijāl conditional is the bank - based approvals and agreements concluded - must pay a rebate to the borrower's initial payment to the debtor if the debt is made resilient. In this case, the borrower debtor is entitled to claim a rebate promised if early payment is made, or the payment of the remaining debt was a result of defaults.

In this case outlined disagreements on legal scholars da' wa ta'aijāl. The majority of scholars forbid it because it opens the door of usury. While a minority of scholars requires it because it is different with laptops as claimed but it is included in the context of welfare with creditors waive some rights to the debtor. From the point of banning opinion, the researcher will not repeat and extend it because obviously it is not allowed whether conditional or not. And yet from the point of necessity by a minority of scholars have seen on a number of conditions that involve placing a condition on the grant of a rebate. This is because the binding conditions can cause the rebate policy change which originally welfare to the sale and purchase agreement with a money exchange period is reduced. Even the opinion of al-Shafi'i, which requires the provision also when it does not involve the conditions of granting rebates.
The issue of the rebate in the da'wa ta'ajjal terms mean have two possibilities, namely:

i. Terms of rebates made to the expedition as tough debt payments.
ii. Terms of rebates made in advance during a tough sale and purchase agreement.

According to the Shafi'i School, the conditions to cancel the rebate is made in line with the requirements of expediting the payment of debts. Conversely, if the conditions are created in advance during the sale and purchase agreement, the conditions allowed. This can be seen clearly in the writings of al-Subki which states that:

"Conditions are canceled as the conditions, if (condition) first, then do not be revoked."

In the context of the rebates applied by Islamic banks in Malaysia, most banks take the approach include the clause granting rebates as terms and conditions of the sale and purchase contract agreement, rather than expediting payments made when done. Therefore, this measure is consistent with the view Shafi sect] i. However, the inclusion of a clause that the parties - as it was based on a mere discretion - has led to conflicts, especially in case of default.

Inclusion rebate clause with calculated based on the formula in the agreement document should also be discussed whether selling goods can raise issues with two different prices. This is because customers who owe will pay a price lower than the selling price as diaqadkan whether in the case of default or early settlement. Such transactions may trigger the issue dikhuatitri two contracts into one contract that had been forbidden by the Prophet Muhammad in the hadith which reads:

Meaning "prohibits Messenger (combined) debt with the loan transaction, and two transactions in the sale and purchase agreement for the purchase and sale and purchase something that is not owned, and profits are not borne risks"

And the hadith:

Meaning: "Whoever makes two transactions in the sale and purchase agreement must choose the lesser, or usury"

Meaning ban the sale and purchase transactions in the first hadith as described by al-Tirmidhi is:

Meaning: "Scholars interpret two sale and purchase transactions in the contract is the seller said, I sell these clothes to you at a price of 10 pence to 20 pence in cash and tough, and the buyer does not split (end transaction) with one price”.

Thus, the ban is actually two transactions because there is no provision in the form of the sale price of the goods with two prices can trigger elemem gharar banned. Conversely, if one price is set, then the transaction is allowed. For example, the seller said, I sell these clothes at a price of 10 pence in cash and 20 dinars for respite. And buyers are saying: I will buy this shirt at a price of 10 pence in cash. So in this case the purchase is allowed. Likewise, if the buyer says, 'I will buy this shirt at a price of 20 dinars for respite.

CONCLUSION

The researcher believes that the views of the majority of the inconsistencies is actually apart from not want to open the door as wide as possible thousands of practitioners usury intrinsic base is also due to legal issues debated. For example contract based on trading in Islam al-bay’ such agreement is built on the principles of justice, while the contract based on volunter such as loan contract is built on the
principle of charity. Both the principle of justice and charity are different in concept and its application in Islamic finance. Conceptually, justice refers to the completion of a rights and responsibilities of the mandatory or minimum level while charity referring to enhance the rights and responsibilities of the circumcision which exceeds the level required.

BIBLIOGRAPHY


