
Aidit bin Haji Ghazali Consumer Credit from the Islamic Viewpoint

ABSTRACT. In this paper, the author describes – against the background of the general principles of trade in Islam, which are based on the value patterns deeply ingrained in the Islamic faith – the rules regulating consumer credit and debt financing in an Islamic economy. In the exposition of the Islamic viewpoint on these issues, guidelines adopted by Malaysian economists and financial institutions are used as a basis. The author explains which forms of trade and credit are regarded as usurious in nature and hence prohibited. Charging interest on loans is not permissible, but there are several forms of deferred contracts of exchange which can be used in order to enable consumers to make purchases on credit. The most common of these forms are described in some detail. They have in common that consumers have absolute ownership over the object of trade during the period in which they pay their instalments. An inability-to-pay clause, taking into account that a consumer may not always be in a position to fulfil the obligation to pay because of unavoidable or pressing circumstances, is always part of these credit forms. Some proposed solutions to the problems of alleviating the impact of inflation on credit transactions are also briefly described. In the final section, it is pointed out that even within the Islamic ambit, there can exist a multiplicity of approaches to issues such as consumer credit, depending on the various priorities set in a particular Islamic country. Furthermore, in a country such as Malaysia, although much conversion to an Islamic approach has taken place, Islamic and conventional systems exist side by side, and the future will show which of the systems is the more receptive to public needs.

INTRODUCTORY REMARKS

Islam is a way of life which is founded upon the belief in the One and Only God, that is, Allah. It is also built upon the pillars of justice (*adl*) and goodness (*ihsan*), whereby all believing mankind undertakes the mission to establish this justice and goodness on earth, in order to ensure that the permanent abode in the hereafter will be blissful, pristine, and comfortable. Whatever Islam enjoins falls within this ambit. Hence, the laws and behaviour that Islam strives to realize are also aimed towards this end.

When discussing the issue of consumer credit, it should be understood that this issue must not be seen in a context which is divorced from the Islamic ambit briefly outlined above. The values underlying such a discussion may not necessarily concur with the values

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that underlie discussions of the conventional system of consumer credit.

As an example, while profit making remains a vital and significant objective for any business transaction, this objective becomes integrated with the Islamic emphasis on “justice” and “goodness.” Hence, in an Islamic ambit, profit or utility maximization is not the sole purpose for economic agents such as a firm or a consumer. Rather, it is a major component of a more balanced basket of objectives which emanate from the Islamic value system.

While this paper has substantial juristic connotations, it does not intend to take the form of a jurisprudential debate. Rather, it attempts to address the issue of consumer credit by raising basic questions regarding the subject. Among these are:

- What is the position of trade in Islam?
- What constitutes trade?
- What types of trading are prohibited in Islam?
- What are the basic differences between the Islamically permissible profits, and usury (including interest) which is prohibited by Islam?
- Is sale on credit permissible in Islam?
- What forms of sales or trading in Islam carry an element of credit?
- How are debts financed in Islam?

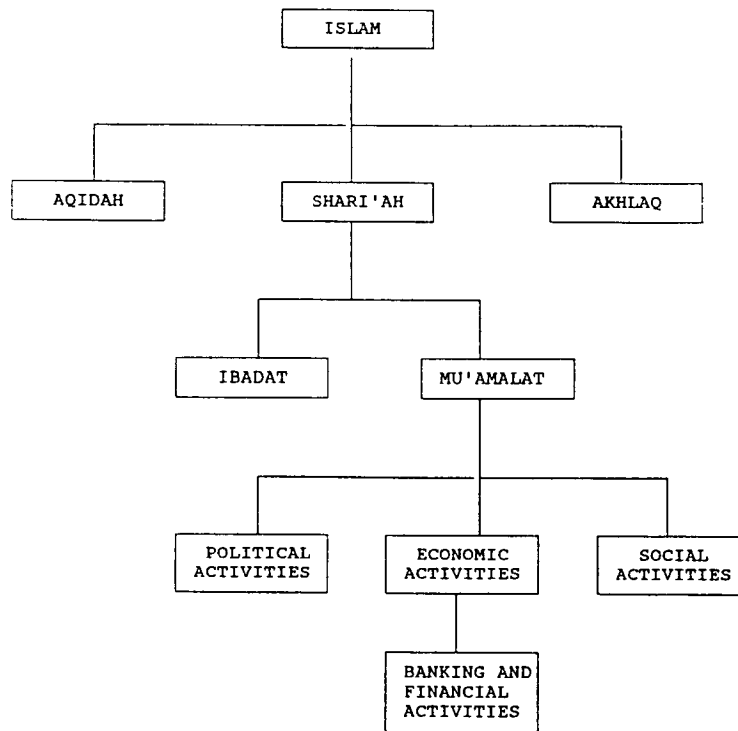
Undoubtedly, this paper is not able to exhaust all the matters that would merit serious deliberations. In addition, the practices of Muslim financial institutions in other parts of the Muslim world cannot be sufficiently addressed in this paper. To ensure some reasonable level of conformity with what is being practised in Malaysia, the guidelines adopted by the majority of Muslim scholars in Malaysia as well as those of the Bank Islam Malaysia Berhad (BIMB) will be used as a basis for the clarification of the Islamic viewpoints.

THE POSITION OF TRADE IN ISLAM

Without entering into a foray of Quaranic injunctions and Traditions of the Holy Prophet Muhammad, it suffices to assert here that Islam strongly enjoins trading, economic activities, and the seeking of the material bounties of Allah in this world. However, this activity must be conducted within the broad Islamic ambit which is determined

by the universal Islamic value pattern and such conduct which befits mankind as a noble and cultured creation of Allah. Material pursuits must not transgress the limits of justice and goodness, neither must they jeopardize the spiritual, moral, intellectual, and physical strengths of mankind. Fatalism and intentional poverty are strictly abhorred in Islam. However, this in no way makes it justifiable to refer to Islam as capitalistic in nature. Active and global economic prowess should be a noble objective for Muslims since it would be one proof of the truth of Islam (although this still leaves much to be desired of present-day Muslim's economic performance).

Economic activities and corollary issues such as the one addressed in this paper, i.e., consumer credit, find their roots in the belief in the One and Only God, Allah, as illustrated in Figure 1.



The figure is adopted from Abdul Halim Ismail: "Bank Islam Malaysia Berhad," in: Sh. Ghazali, Syed Omar and Aidit Ghazali: *An introduction to Islamic finance*, Kuala Lumpur: Quill Publishers, 1992, p. 250.

Fig. 1. The position of economic activities in Islam.

Islam may be understood to comprise three fundamental areas: *Aqidah*, *Shari'ah*, and *Akhlaq*.

Aqidah concerns all forms of faith and belief by a Muslim in Allah and His Will.

Shari'ah constitutes the framework within which Muslims can undertake all forms of permissible practical actions emanating from this belief.

Akhlaq lays the behavioural, attitudinal, and ethical patterns upon which Muslims should base their practical actions.

Shari'ah in turn can be divided into two main aspects, each being a fundamental part of a Muslim's practical life: *Ibadat* and *Mu'amalat*.

Ibadat concerns the practicalities of a Muslim's worship of Allah, in the context of man's relationship with his Creator.

Mu'amalat concerns the practicalities of a Muslim's worldly life, in the context of man's relationship with his fellow men.

One major category of the Muslim's mundane affairs is economic activities, under which the practice of consumer credit can be allocated.

THE CONCEPT AND PRINCIPLES OF TRADE IN ISLAM

Fundamentally, trade is defined as an exchange of wealth with wealth, in which case wealth is represented by a priced or valued commodity. Under present-day circumstances, such wealth can be represented by money as a medium of exchange.

There are five fundamental elements to a valid exchange in Islam:

- the seller
- the buyer
- the commodity of sale and purchase
- the price of the commodity
- the offer and acceptance

Islam has clear conditions attached to each of these elements. Although offer and acceptance constitute an element of trade in Islam, the official exchange of the commodity in question between the seller and the buyer is not an integral part of this trade.

In cash purchases, the seller has the for right to withhold the commodity in question until the buyer pays the commodity in full. However, in trade based on deferred contracts of exchange, the seller is not authorized to withhold the commodity, since a deferred contract

of exchange means that the full cost of the commodity is paid over a certain agreed period. Hence, this is where the issue of consumer credit becomes relevant.

PROHIBITED FORMS OF TRADING IN ISLAM

In discussing trade and subsequently the Islamic viewpoint on consumer credit, the crucial issue is whether the contract is valid from an Islamic standpoint as well as a legal one. This is extremely important since trade involves the transferral of ownership from one person(s) to another person(s). Furthermore, an act of trade which satisfies all conditions regarding the five fundamental elements of exchange may not necessarily satisfy the Islamic principles, hence still holding it as invalid or prohibited from the Islamic standpoint.

To expound further on these matters would be to tread into the area of jurisprudence. However, for the sake of simple clarification, the prohibited forms of trade in Islam fall into two categories:

1. Trade which is prohibited in terms of *Shari'ah* standing and is from the very beginning invalid due to its nature and the commodity of trade. Examples include usury-based trading, trading of unclean items, and trading of commodities which are still unreliable as to form and quality.

2. Trade which is prohibited in terms of *Shari'ah* etiquette but satisfies the conditions related to the fundamental elements of trade. Examples include certain forms of speculative monopoly (*al-ihthikar*), trade that is based on grossly imperfect information, and trade arising from unsuspected business manoeuvres.

The most rampant of the prohibited forms of trade that can be found in the world today is the one in which usury (*riba*) is involved. There are two main categories of transactions which are of usurious nature:

1. Transactions in which usury is only marginal, that is, if it is eliminated, the transaction can remain in use and practice. An example is that of a firm producing Islamically permissible commodities but lending out part of its liquid assets for interest.

2. Transactions in which usury is pivotal, that is, its elimination rules out the whole practice. Examples include interest-bearing transactions such as loans, credit facilities, savings accounts, mortgages, government bonds, refinancing agreements, etc.

It must be realized that for each of these prohibited transactions,

Islam has at least one alternative, if not more, so as not to create an image that Islam is a way of life that has more prohibitions than permissibilities.

In the context of consumer credit, any transaction that is associated with elements found in either of the two categories must necessarily be ruled as non-permissible. However, there are other consumer credit mechanisms (to be discussed later) that are permissible.

DIFFERENCES BETWEEN ISLAMICALLY PERMISSIBLE PROFITS AND USURY

The phenomenon of usury has already been much discussed both within and outside the Muslim world. One significant reason is the universal condemnation of usury in the major world religions. Besides Islam, Christianity also condemns the practice of usury as do the Jews, although for the latter, only the practice of usury among Jews is prohibited. There are also reports of the fights against usury that took place during the Aristotelian era of the Greek civilization.

Because one of the most common forms of usury today is that of the interest, it is extremely imperative to clarify the meaning of the Islamic prohibition of usury.

Figure 2 illustrates the major differences between interest, seen as a return for the use of capital, and profit which accrues from the Islamic alternatives that are to be explained later.

No.	Interest	Profit
1	Determined by the contract regardless of amount of profit or loss.	Division of profit and loss determined by the contract.
2	Rate dependent upon amount of capital involved.	Division dependent upon amount of profits made.
3	Amount of interest paid will not increase even if profits increase more than expected.	Quantum share of profits will increase according to increase in profits.
4	Only one party to the transaction is assured of return.	More equity with both parties sharing in the profit and loss.
5	Islamically prohibited.	Islamically enjoined.

Fig. 2. A comparison between interest and profit.

As regards the rationale for the Islamic characterization of interest as a form of usury, Muslim economists have identified four possible reasons, although these must not be perceived as the only true reasons, since it is Allah Who knows best.

1. Interest is considered oppressive since it involves exploitation. In the case of consumption loans, it violates the basic function for which Allah has created wealth, i.e., that those with surplus wealth should contribute to the support of those who are far worse off, especially the poor, the needy, and the destitute. In the case of production loans, the guaranteed return for the use of capital is unjust because one party is assured of returns while the other party, i.e., the one paying the interest, bears the total risk.

Even if there are people who are indifferent to risk, they do have a limit as to the degree of risk that they are willing to bear. Hence, it is only rational for a person to want some kind of risk insurance which can cushion the effects of any unexpected and undesired occurrence.

2. Interest transfers wealth from the economically weak to the economically strong, since it is always the latter who has the money to lend and the former who is in need of assistance. This can aggravate the inequity of the distribution of wealth, a problem that Islam seeks to prevent at its root. Because the practice of charging interest can work against the social good, Islam prohibits its practice. Islam enjoins cooperation, consideration, harmony, and mutual assistance. The rampant practice of charging interest jeopardizes these values and symbolizes an entirely different way of life.

3. Interest can encourage idleness in people who receive their income mainly through accumulated wealth. This apathy towards active participation in productive ventures with one's surplus wealth becomes even more acute when one considers that society may not be able to optimize fully the available surplus wealth of its people.

4. Interest violates the maxim of economic justice, that is, no reward without effort. At least in the Islamic alternative to be discussed below, the parties to the various joint-venture schemes share the profits and losses in a mode established by the nature of contracts to be agreed to by the participating parties.

ISLAMIC RULING ON SALE BASED ON CREDIT

Can a sale or a purchase be based on credit? Does the concept of consumer credit even exist in Islam? The answers to both questions are in the affirmative. However, in most cases where the concept of consumer credit does exist, perhaps the term “deferred contracts of exchange” would be more accurate.

Whatever the case may be, consumer credit must be spirited with the proper Islamic value system and *Shari'ah* etiquette. The principles of Islam, especially in terms of what is permissible and what is prohibited, must not be compromised in any dealings warranting such consumer credit, for the objective of adopting the Islamic alternative is to remain Islamic in both form and spirit.

However, this paper will not venture into details. Rather, the relevant mechanisms will be explained and simple cases of application introduced.

DEFERRED CONTRACTS OF EXCHANGE IN ISLAM

A contract of exchange resulting in some form of trade may be either on a cash or a deferred basis. When the settlement of the trade between the parties concerned, that is, the offeror and the offeree, is immediate, then this is a cash-based contract of exchange and trade. However, if the agreement of settlement is deferred, then this is known as a deferred contract of exchange.

There are many models of exchange and other means of trading in the more advanced writings on the subjects. However, the ones that are most frequently adopted to the easy compatibility with conventional practices are:

1. Contracts of Profit-Sharing (*Uqud al-Ishtirak*)
 - * *Al-Mudarabah* or Trustee Profit-Sharing
 - * *Al-Musharakah* or Joint-Venture Profit-Sharing
2. Contracts of Exchange: Cash or Deferred (*Uqud al-Mu'awadat*)
 - * *Bai' an-Nuqud* or Cash Sale
 - * *Bai' al-Ijarah* or Leasing
 - * *Bai' as-Salam* or Forward Sale
 - ** *Al-Qard al-Hasan* or Welfare Loan
 - ** *Bai' al-Murabahah* or Sale With a Cost-Plus
 - ** *Bai' bithaman Ajil* or *Bai' Muajjal* or Deferred Sale

**** Bai' al-Istisna' or Sale on Order****** Bai' al Istijrar or Sale on Supplies**

It is the second category marked with ** which may be of the greatest relevance in this paper. However, it needs to be reiterated here that the similarity between consumer credit and these forms of contracts of exchange lies mainly in the fact that the consumer is paying in instalments instead of all at once. Those adopting the Islamic-based rules have absolute ownership over the object of trade even during the period in which they pay the instalments. This point is pertinent for this paper because traditional consumer credit invariably implies that the consumer is not only in the position of indebtedness but also in a position that does not grant the privileges of absolute ownership over the commodity bought.

All these contracts are open for adoption by both Muslims and non-Muslims. There is no exclusivity as wrongly argued by some ill-informed books on Islamic finance. To comprehend the concepts of the contracts identified, some explanation of each form of contract will now be given.

Al-Qard al-Hasan (Welfare Loan)

This is a non-interest loan, provided to a person for personal use, including purchases. The borrower is then expected to repay the loaner the principal, with no extra charges, over a period of time that is fair to both parties. If at the time of repayment, which can be either total or partial, the borrower is in an enhanced economic standing, then Islam encourages the borrower to give an extra amount as a show of gratitude. However, this is not obligatory nor is a fixed amount determined beforehand. Islam encourages this form for those who can afford it because Islam believes that this extra remuneration, whether accepted by the loaner or not, can go a long way towards strengthening the brotherhood and sense of appreciation among the Muslim community.

Bai' al-Murabahah (Sale With a Cost-Plus)

This is a sale whereby the commodity to be purchased is sold at a price which constitutes the cost price plus a profit margin for the seller that has been agreed upon by both the buyer and the seller. This total amount can be paid over an agreed period of time. In the event of

inability to pay at a certain point in time, this cost-plus amount will not be compounded with any extra charge or cost, provided that the genuine reason for the inability to pay can be satisfactorily verified by the parties concerned.

Bai' Bithaman Ajil or Bai' Muajjal (Deferred Sale)

The modus operandi for this contract is similar to the preceding contract, except that the buyer expressly makes known his inability to pay for the commodity in cash. If the buyer wishes the commodity to be delivered but is not able to pay for it in cash, the seller will then offer a price which is higher than the cash price. It is then up to the buyer to consider whether or not he is willing to purchase at this price, the amount of which is to be paid over an agreed period of time. Again, the "inability-to-pay" clause applies where relevant, hence this contract and the preceding one differ from the interest-based contracts, where defaults in payment allow for additional interest to be charged.

Bai' al-Istisna (Sale on Order)

This is a purchase of a commodity made to the order and form or quality desired by the buyer. The seller is then to deliver this commodity at an agreed point in time, as specified in the contract. The buyer is not tied to a cash purchase for this sale on order because Islam has provided for four possible modes of payment:

- a. total payment during the signing of the contract
- b. total payment only upon delivery
- c. partial payment during the signing of the contract and the balance to be paid upon delivery
- d. all of the payment to be paid at an agreed point in time.

Bai' al-Istijrar (Sale on Supplies)

This is a contract which allows for the payment of the supply of commodities to a trader or a consumer to be made according to one of three modes:

- a. pre-payment during a future period, e.g., within the following few months

- b. full payment upon delivery
- c. full payment at the end of a scheduled period, for example, at the end of the month (meaning credit facility of one month, at the most).

“Inability-to-Pay” Clause

This clause is a firm recognition by the undertaking body that there may be instances when a client is unable to fulfil the obligation to pay due to genuinely unavoidable or pressing circumstances. Much as collaterals and guarantors are instituted to safeguard against cases of defaults in payment, Islam gives due credence to the element of conducting matters justly but not at the expense of the need to preserve goodness (*ihsan*). Such goodness may be translated into degrees of understanding, compassion, consideration, beneficence, and positive discrimination (as in the case of being less stringent for genuinely needy cases).

Nonetheless, this element of goodness is open to abuse by those who seek to take unfair advantage of the clause. To minimize this, certain Islamic banks, for example, employ the following procedures:

- ensuring accuracy of facts submitted during the pre-credit approval stage
- requiring (in the case of housing loans) a deposit amounting to six months of repayment before the loan is released so that defaults may be deducted from this amount
- keeping informed of the progress of projects financed by bank loans so that necessary advice and expertise may be offered without waiting for the project to enter into unnecessary and avoidable risky situations
- where possible and feasible, playing a more active role in the credit scheme by being a partner to the venture that requires credit financing
- not compromising with the investigative procedures needed to determine the genuineness of inability-to-pay cases.

For cases that do not merit the activation of the inability-to-pay clause, normal redressal through legal means is in order. However, this is only a final resort since even in legal redressal, Islam enjoins that beneficence be preserved.

DEBT-FINANCING IN ISLAM

It has been mentioned that the human need for debt-financing is almost as old as the human civilization itself. This is a part of life for mankind. And because Islam is a way of life that is compatible with the nature of the human being, the *Shari'ah* does not prohibit the practice of debt-financing. What the *Shari'ah* prohibits is the manner in which some forms of debt-financing are conducted, especially those that allow interest to be an integral part of the financing mechanism.

The Islamic forms of deferred contracts of exchange described earlier constitute proof that the alternatives offered by Islam are practical and more sensitive to human needs and sentiments. Indeed, these forms and others that are yet to be understood can in time be practically and feasibly applied to debt-financing needs at various trade and economic levels:

- *consumer financing*, for example for the purchase of residential buildings, vehicles, and consumer durables
- *domestic trade finance*, for example in domestic trade credit purchases and credit sales
- *international trade finance*, for example in import trade purchases and sale credits, and export trade purchases and sale credits
- *corporate finance*, for example in various forms of debt components of corporate finance
- *international finance*, for example in the foreign debt requirements of both the public and private sectors
- *government financial operations*, for example in government bonds.

ACCOUNTING FOR INFLATION

As a start, it must be underscored here that the existence of an Islamic economy does not negate the possible existence of inflation. Inflation is a phenomenon that would occur even with high morality in the society, especially when economic forces dictate market conditions.

However, Islam enjoins that the eradication of usurious practices, the extolling of noble attributes and practices such as moderation, careful spending, productive investment of surplus wealth, the abhorrence of extravagance and wild spending, and the establishment of an effective distribution system can to a large extent minimize the

volatility of prices and changes in the real value of money. Islam opts for the “prevention” rather than the “cure” strategy.

Having said this, what can be done within the Islamic economy so as to alleviate the impact of inflation on credit transactions and to ensure that the creditor receives a fair deal? An immediate proposal may be the indexation of the amount in debt. However, this assumes that price levels always move upwards. The question is, if price levels decline, would the debtor be required to pay back less as a result of an increase in the real value of money? Why should indexation only benefit the creditor?

Due to differences in the interpretation of the specifics of Islamic law, there is, until now, no consensus on such questions. The arguments for and against indexation of credit sales and purchases are too lengthy to elaborate in this paper. What is generally agreed upon is that the indexation of wages is permissible. However, the indexation of debts and transactions made on credit would need further refinement. Again, this only emphasizes the need to ensure that elements that can escalate inflationary tendencies be controlled so that the thrust of effort lies on prevention rather than solely on rectification.

IMPLEMENTATION OF NON-INTEREST CONSUMER CREDIT

Understandably, the question has often been raised as to how the Islamic alternative, considered as unconventional in the context of today’s interest-based economy, can be implemented. This query is compounded by the assumption that there will be a need for a major revamping of the present system.

The immediate response from Muslim economists is twofold.

Firstly, any major revamping is primarily confined to redrafting contracts governing transactions, substituting the interest elements with the Islamic alternatives that regulate respective forms of transaction, institutionalizing relevant rules and regulations, training staff in administering the new forms of transactions, and, where necessary, incorporating an Islamic Law (*Shari’ah*) Council to guide the implementing bodies.

Secondly, much of the professional nature of implementing the Islamic alternatives does not digress from the professionalism adopted in modern day businesses. Other than the proposed *Shari’ah* Council,

the organizational framework, the distribution of responsibilities, the foci of businesses, the virtues of efficiency, and responsible profit maximization remain undisturbed and are integral to the feasibility of Islamic based transactions.

Nonetheless, the basic premise of a successful Islamic system is that this economic side of Islam must not be viewed as independent from the total Islamic system. In other words, the success of the Islamic economic system also depends on the extent to which other aspects of the society conform to the Islamic spirit and undertaking.

Hence, there are needs for developing responsible and God-fearing individuals (focusing on the education system), for establishing an effective deterrent to injustice (focusing on the legal system), and for having the necessary political will to carry out appropriate policies (focusing on the political will of the state).

Even within the Islamic ambit, there can exist a multiplicity of approaches, depending on the needs, circumstances, strength, constraints, and preparedness of the particular society. For example, Malaysia, Iran, Pakistan, and Saudi Arabia may adhere to similar fundamentals but may also formulate different strategies to suit their respective peculiarities.

Such is the case when one studies the priorities established by various Muslim governments, each proclaiming the appropriate path towards Islamizing their economy. Malaysia, for example, adopts a realistic approach allowing the coexistence of both systems, Islamic and conventional. The pragmatic attitude of the Malaysian government is to let these two prove which is the more receptive to the public needs based on the objective criteria of Islamicity, efficiency, and ability.

It is a fact that the same people who prior to the eighties were managing the conventional system are now managing the Islamic system. This underlies the ease of adjusting to the Islamic alternative, provided that the will exists to explore an alternative for the sake of improving one's lot.

CONCLUSION

In conclusion, one may say that the financial needs of consumers are well catered for in Islam. It recognizes that not everyone may have complete levels of sufficiency in all aspects at all times. Nonetheless,

Islam places significance on the mode of fulfilling these needs. Under normal circumstances, the Islamic value-pattern, principles, behavioural norms, and social interests should not be compromised.

ZUSAMMENFASSUNG

Verbraucher Kredite aus islamischer Sicht. Vor dem Hintergrund der generellen Regeln für Handel und Gewerbe des Islam, die aus Wertvorstellungen erwachsen, die tief im islamischen Glauben verwurzelt sind, beschreibt der Autor die Richtlinien, nach denen Verbraucherkredite und Schuldenfinanzierung in einer islamischen Volkswirtschaft geregelt sind. Bei der Darstellung des islamischen Blickwinkels auf diese Themen werden Richtlinien herangezogen, die in Malaysia von Ökonomen und Institutionen der Finanzwelt erarbeitet und angenommen wurden. Der Autor erklärt, welche Handels- und Kreditformen als Wucher betrachtet werden und deshalb verboten sind. Zinsforderungen auf Darlehen sind nicht zulässig, aber es gibt verschiedene Formen von Handelsverträgen in Abzahlungsform, die verwendet werden können, um Verbrauchern zu ermöglichen, Käufe auf Kredit zu machen. Die üblichsten dieser Formen werden ziemlich genau beschrieben. Ihnen ist gemeinsam, daß die Verbraucher während der Zeit ihrer Ratenzahlungen volles Eigentum an der gekauften Ware haben. Eine Zahlungsunfähigkeits-Klausel, die berücksichtigt, daß Konsumenten wegen äußerer Umstände nicht immer in der Lage sein können, ihren Zahlungsverpflichtungen nachzukommen, ist immer Bestandteil dieser Kreditverträge. Einige Vorschläge zur Milderung von Inflationsproblemen bei kreditfinanzierten Käufen werden ebenfalls beschrieben. Im letzten Abschnitt wird gezeigt, daß auch innerhalb der islamischen Welt, abhängig von den jeweiligen Prioritäten eines bestimmten islamischen Landes, eine Vielfalt von Positionen zu Themen wie Verbraucherkredit existiert. Hinzu kommt, daß in einem Land wie Malaysia trotz einer stärkeren Hinwendung zu islamischen Ansätzen, islamische und konventionelle Systeme nebeneinander existieren. Die Zukunft wird zeigen, welches dieser Systeme den Bedürfnissen stärker entgegenkommt.

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