

SHARIAH-COMPLIANT SOLUTIONS FOR DEFERRED TRANSACTIONS: THE JURISPRUDENCE AND CONTEMPORARY RELEVANCE OF BAI' SALAM AND ISTISNA' IN ISLAMIC FINANCE

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Abstract

In light of the commands given by Islamic Shariah, when we study commercial transactions, it becomes clear that one of the important conditions for the sale is that the goods must be present at the time of the contract. The scholars of the Muslim Ummah, while describing commercial transactions, have mentioned that one of the important conditions is that the goods must be present at the time of the sale. This condition is valid across all schools of Islamic jurisprudence.

The question arises that in some cases or situations, the contracting parties need to enter into a contract where the goods are not present at the time of the sale but are on credit. So, is the sale of credit goods permissible? And if it is permissible, what are its limits and conditions? The principles and rules provided by Islam are for the welfare and convenience of humans. The main purpose of Islam's teachings and certain limits regarding the sale contract is to protect the rights and capital of the seller and buyer and to keep the contracting parties safe from any kind of dispute and conflict in the present or future. Along with this, Shariah also ensures convenience and ease for humans and, where necessary, allows certain matters within specific limits through exceptions. Such transactions include Salam (سلم) and Istisna' (استصناع) contracts. This research article discusses these two contracts, explaining their rules and conditions.

Keywords: Credit Sales, Islamic Commercial Law, Shariah-Compliant Contracts, Islamic Jurisprudence, Bai Salam and Istisna

The Concept and Legitimacy of Bai' Salam

Islamic jurists have described the contract of *Salam* (بيع سلم) in various ways. Imam Qurtabi stated that *Salam* is the sale of a specified item, whose characteristics are clearly defined, and which is due in the future, in exchange for an immediate payment made at the time of the contract, either physically or constructively present¹. According to the Majalla al-Ahkam al-Adliyyah, *Salam* is the sale of a deferred item in exchange for an immediate payment². In Hashiyah Ibn Abidin, it is mentioned that *Salam* is the purchase of a deferred item in exchange for an immediate payment³. According to Allama Bahuti, *Salam* is a contract for a deferred item, whose characteristics are specified, in exchange for a payment made at the time of the contract, and its delivery is obligatory in the future⁴.

The legitimacy of *Bai' Salam* is based on this Hadith of the Prophet Muhammad (peace be upon him), narrated by Ibn Abbas (may Allah be pleased with him):

عَنْ ابْنِ عَبَّاسٍ قَالَ: « قَدِمَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الْمَدِينَةَ وَهُمْ يُسَلِّفُونَ فِي النِّمَارِ السَّنَةَ وَالسَّنَتَيْنِ فَقَالَ: مَنْ أَسْلَفَ فِي تَمَرٍ فَلْيُسَلِّفْ فِي كَيْلٍ مَعْلُومٍ، وَوَزْنٍ مَعْلُومٍ، إِلَى أَجَلٍ مَعْلُومٍ »⁵

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If any of you engages in the deferred sale of dates, he should do so with a known measure, a known weight, and for a specified period.

Similarly, the companion of the Prophet (peace be upon him), Ibn Abbas (may Allah be pleased with him), used to confidently state regarding this verse of the Quran:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدِينٍ إِلَى أَجَلٍ مُّسَمًّى⁶

that it refers to The legitimacy of *Bai' Salam*. It should also be noted that according to the esteemed jurists, *Bai' Salam* and *Bai' Salaf* are two names for the same type of sale, as indicated by the term "فليسلف" in the aforementioned Hadith of Ibn-e-Abbas (may Allah be pleased with him). Additionally, in the discussion of *Bai' Salam*, "مسلم اليه" refers to the seller, and "مسلم فيه" refers to the sold item.

Resolution of the Islamic Fiqh Academy Jeddah on Bai' Salam:

In the conference held by the International Islamic Fiqh Academy⁷ in Abu Dhabi, along with other issues, *Bai' Salam* was also discussed. Eminent scholars and jurists presented their papers, and finally, a formal resolution on *Bai' Salam* was presented by the Fiqh Academy. This resolution detailed the necessity and benefits of *Bai' Salam* in contemporary financial transactions.

Below is the text of the said resolution by the Fiqh Academy:

أولاً: بشأن (السلم):
أ-: السلع التي يجري فيها عقد السلم تشمل كل ما يجوز بيعه ويمكن ضبط صفاته ويثبت ديناً في الذمة، سواء أكانت من المواد الخام أم المزروعات أم المصنوعات.
ب-: يجب أن يحدد لعقد السلم أجل معلوم، إما بتاريخ معين، أو بالربط بأمر مؤكد الوقوع، ولو كان ميعاد وقوعه يختلف اختلافاً يسيراً لا يؤدي للتنازع كموسم الحصاد.
ج-: الأصل تعجيل قبض رأس مال السلم في مجلس العقد، ويجوز تأخيره ليومين أو ثلاثة ولو بشرط، على أن لا تكون مدة التأخير مساوية أو زائدة عن الأجل المحدد للسلم.
د-: لا مانع شرعاً من أخذ المسلم (المشتري) رهناً أو كفيلاً من المسلم إليه (البائع).
هـ-: يجوز للمسلم (المشتري) مبادلة المسلم فيه بشيء آخر - غير النقود - بعد حلول الأجل، سواء كان الاستبدال بجنسه أم بغير جنسه. حيث إنه لم يرد في منع ذلك نص ثابت ولا إجماع، وذلك بشرط أن يكون البدل صالحاً لأن يجعل مسلماً فيه برأس مال السلم.
و-: إذا عجز المسلم إليه عن تسليم المسلم فيه عند حلول الأجل فإن المسلم (المشتري) يخير بين الانتظار إلى أن يوجد المسلم فيه وفسخ العقد وأخذ رأس ماله، وإذا كان عجزه عن إفسار فنظرة إلى ميسرة.
ز-: لا يجوز الشرط الجزائي عن التأخير في تسليم المسلم فيه، لأنه عبارة عن دين، ولا يجوز اشتراط الزيادة في الديون عند التأخير.
ح-: لا يجوز جعل الدين رأس مال للسلم لأنه من بيع الدين بالدين.
ثانياً: بشأن (التطبيقات المعاصرة للسلم): الخ⁸.

In the first part of this resolution, the rules of *Bai' Salam* are outlined in points:

1. *Bai' Salam* is permissible for any trade goods whose sale is lawful and whose characteristics can be specified, whether they are raw materials, agricultural products, or other manufactured goods.
2. It is necessary to set a period for the *Bai' Salam* contract, which can be a specific date or a season, such as the harvest season.
3. The capital (price) must be handed over to the seller at the time of the contract, although a delay of two or three days is permissible.
4. If the buyer demands that the seller provide something as collateral or a guarantor, there is no objection to this.

5. It is permissible for the buyer (Muslim) to exchange the purchased item (Muslim Fiih- مسلم فيه) for something else upon the completion of the *Bai' Salam* contract period, as there is no text (نص) or consensus prohibiting this.
6. If the seller (Muslim Ilaihi) fails to provide the purchased item at the specified time, the buyer has the option to either wait or cancel the contract and reclaim their capital.
7. A penalty clause⁹ for delay in providing the purchased item is not permissible, as this is a matter of debt, and it is not permissible to stipulate an increase in case of delay in debts.
8. It is not permissible to defer the capital (price) in *Bai' Salam*, as this would constitute a sale of debt for debt.

In the second part of this resolution:

It is stated that in the present era, the *Bai' Salam* contract is considered a significant resource in Islamic economics and the activities of Islamic banks. Its advantage is its flexibility, and it meets various needs for short-term, medium-term, and long-term investments. This contract helps solve various issues for people, such as providing capital for agriculture, industry, and contracting work. The following situations can benefit from the *Bai' Salam* contract:

1. Through the *Bai' Salam* contract, investments can be made in various agricultural projects. This way, on one hand, the bank offers substantial profits to agricultural professionals through this investment, and on the other hand, it alleviates the financial difficulties they face in production preparation.
2. *Bai' Salam* can be used for investment in agricultural and industrial projects, especially in the stages before the preparation and export of current trade goods and products. The method is to purchase these items through the *Bai' Salam* contract and then bring them back to the market at a suitable price.
3. A practical form of the *Bai' Salam* contract can also be the provision of capital to professional and small farmers and industrialists. The method can be to provide them with production essentials in the form of machines, equipment, and raw materials as the capital of the *Bai' Salam* contract, and in return, take some of their products and bring them back to the market.

Elements and Conditions of Bai' Salam

Bai' Salam has the same three elements as a regular sale:

1. Offer and acceptance, 2. Contracting parties, 3. Subject matter of the contract. In *Bai' Salam*, the price is referred to as "Ras al-Mal" and the sold item as "Muslim Fiih." Since the sold item in *Bai' Salam* is deferred, it cannot involve usurious items, as these require immediate possession at the time of the contract. Therefore, *Bai' Salam* is not valid for the exchange of gold for silver or food for food¹⁰. Additionally, the subject matter must be a valuable asset, although scholars have different opinions on the specifics¹¹.

Scholars have outlined several conditions regarding the price:

1. The price must be known: All scholars agree that the price must be specified at the time of the contract.
2. The seller must take possession of the price at the time of the contract: The majority of scholars require the price to be received and possessed at the time of the contract, while Maliki scholars allow a delay of up to three days.

Conditions regarding the sold item in Bai' Salam are as follows:

1. The sold item must be deferred: This is a condition according to the majority of scholars, although Shafi'i scholars permit immediate delivery, arguing that if deferral is permissible, immediate delivery should be even more so¹². However, the majority view is stronger, as immediate delivery would negate the need for *Bai' Salam*, making it a regular sale. The majority agree that the sold item must be deferred for a period but differ on the specifics. Hanafis require a minimum period of one month, while Maliki scholars

- require at least fifteen days. Imam Ibn-e-Qudamah also supports the one-month period, and Imam Awza'i permits a three-day period, similar to the option period in sales. Zahiri scholars consider any period that qualifies as a duration sufficient for Bai' Salam¹³.
2. The delivery period of the sold item must be specified and known: It must be clear when the sold item will be delivered to the buyer, whether based on the solar or lunar calendar. An indefinite or ambiguous period is not valid, based on the Hadith mentioned above.
 3. The sold item must be known: The characteristics and details of the sold item must be clear to avoid any future disputes¹⁴. The parties must specify the type, quality (high, medium, low), quantity, measurement, and weight etc.
 4. The sold item must be something that can be specified by characteristics: Scholars have various opinions on what items can be specified by characteristics. All agree that fungible goods, measurable, weighable, and countable items with little variation can be sold through Bai' Salam. Imam Abu Hanifa does not permit Bai' Salam for animals, while the majority¹⁵, including Ibn Mas'ud, Ibn Abbas, Ibn Umar, (رضى الله عنهم) and others, allow it¹⁶. The argument of those who oppose is that there is a great deal of variation among animals, which increases the likelihood of disputes between the parties. The scholars who support it respond by saying that the age, gender, and characteristics of the animal, such as being well-bred and raised, weak, small, or large, can be specified to determine the required Muslam Fiih.
 5. Scholars have also discussed the sale of meat in the context of Bai' Salam. All scholars agree that Bai' Salam is not permissible for cooked or roasted meat. However, regarding raw meat, Imam Abu Hanifa holds the view that it is not permissible. The majority of scholars (جمهور), including Imam Yusuf and Imam Muhammad, believe that Bai' Salam is valid for raw meat, provided that the type, quality, characteristics, and quantity of the meat are clearly specified¹⁷. Furthermore, scholars have clarified that in Bai' Salam, the buyer is not obligated to accept the head and legs of a bird or the head and tail of a fish, as these parts are not commonly considered as meat¹⁸. According to Imam Abu Hanifa, Bai' Salam is not valid for items with significant variation in size, such as melons and watermelons. However, Shafi'i and Hanbali scholars permit *Bai' Salam* for such items if they are sold by weight rather than count. Maliki scholars suggest that specifying both the number and size at the time of the contract makes it valid¹⁹. For items that cannot be specified by characteristics, such as jewels and precious artifacts, the majority of scholars agree that Bai' Salam is not permissible.²⁰
 6. The sold item must be something that the seller can deliver to the buyer at the specified time, meaning the delivery of the Muslam Fiih at the specified time must be possible and generally available. To clarify, if the delivery period for a fruit is set to a month or season when it is not available, the sale is invalid. Similarly, Bai' Salam is not valid for the fruits of a specific garden or tree, as there is a possibility that the tree or garden may not yield fruit in that season, or the fruit may be spoiled. In such cases, the seller would not be able to deliver the sold item, leading to disputes between the parties, which is against the principles of Shariah.²¹
 7. The place of delivery for the Muslam Fiih must be specified. Scholars have detailed this condition, indicating that if the sold item can be delivered at the contract location without any transportation costs, the contract location is considered the place of delivery. However, if there are transportation costs or if delivery at the contract location is not possible, it must be specified at the time of the contract where the sold item will be delivered and who will bear the transportation costs²².
 8. The seventh condition is that the Muslam Fiih must be something that becomes specific when specified. According to the majority of scholars, this is not a condition for Muslam

Fiih, but Hanafi scholars consider it a requirement. Allama Kasani writes that if the Muslim Fiih does not become specific when specified, such as dirhams or dinars, then Bai' Salam is not valid. This is because Muslim Fiih is the sold item, and the evidence is the Hadith of the Prophet (peace be upon him) which states that he prohibited the sale of non-existent items but allowed Salam²³. Since the Bai' Salam contract is considered a sale, the Muslim Fiih is regarded as the sold item. Therefore, the sold item must be something that becomes specific when specified. However, dirhams and dinars do not become specific in exchange contracts when specified. As a result, they cannot be considered sold items, and Bai' Salam is not valid for them²⁴.

Some other Rules of Bai' Salam

In addition to these conditions, there are some other rules regarding Bai' Salam. If the specified period arrives and the Muslim Fiih is not available, and the seller fails to provide the sold item, the majority of scholars agree that the buyer has the option to either wait or cancel the contract and reclaim their capital. If the seller has already used the capital or price, they must repay the buyer either the equivalent value or a similar item²⁵. The majority of scholars have prohibited the exchange or sale of the Muslim Fiih before the completion of the Bai' Salam period. In this regard, scholars have cited the Hadith: "From Abu Sa'id, the Messenger of Allah (peace be upon him) said: 'If you have advanced in something, do not exchange it for something else'²⁶". In addition to this Hadith, those who oppose have also argued that the sale and purchase of the sold item before taking possession is prohibited. Therefore, it is not permissible to exchange or sell the Muslim Fiih before receiving it.

One important issue in the rules of Bai' Salam is whether the seller (Muslim Ilaihi) can deliver the Muslim Fiih to the buyer (Muslim) before the specified period or bring the sold item to the place of the contract and demand that the buyer take possession of it. If the buyer willingly accepts it, all scholars agree that this is permissible since both parties are in agreement. However, if the buyer refuses to accept it before the specified time due to concerns about storage costs, theft, or spoilage, the majority of scholars agree that this refusal is valid. In such cases, it is the seller's responsibility to present the sold item to the buyer at the specified time²⁷. According to most scholars, it is permissible to do "*Iqalah*"²⁸ a Bai' Salam contract²⁹, just as it is permissible in other types of sales. Scholars have based this on the generality of the Hadith narrated by Abu Huraira (may Allah be pleased with him) regarding "*Iqalah*"³⁰. Another argument provided by these scholars is that if both parties mutually agree to terminate a contract, it is their right to do so³¹.

From the above discussion, it is clear that Bai' Salam is a legitimate contract established to meet human needs, and it is explicitly permitted by Shariah. However, scholars have set certain conditions that must be observed and adhered to, ensuring that both parties are protected from any harm, disputes, and deception.

Understanding the Contract of *Istisna'*

Istisna' is derived from the Arabic root "*Istif'al*," which implies a request or demand. Thus, it means to request the making or crafting of something, or to have something made by someone. In a jurisprudential context, *Istisna'* refers to the demand made to a craftsman to create a specific item in a particular manner³².

According to the majority of scholars, including Maliki, Shafi'i, and Hanbali scholars, the contract of *Istisna'* and the contract of Salam are essentially the same. They have not established a separate category for the *Istisna'* contract because, in their view, it is a type of Salam contract, and its rules and conditions are the same as those of the Salam contract. Allama Dardir refers to the scenarios of the *Istisna'* contract as Salam contracts in his book. He writes: "Examples of the Salam contract include commissioning a blacksmith to make a sword, door, or stirrup according to specified quality and for a known price, having a saddler make a saddle, or having

a weaver make cloth. All these contracts are permissible and fall under the Salam contract, and the conditions of the Salam contract must be met, whether the seller is engaged in this work permanently or temporarily³³."

On the other hand, the Hanafi scholars have classified the Istisna' contract as an independent contract and have outlined rules and conditions that differ somewhat from those of the Salam contract. Although there is some disagreement among Hanafi scholars on whether Istisna' is a formal contract or merely a promise, the majority view it as a formal contract. Additionally, there is a difference of opinion among Hanafi scholars regarding what constitutes the sold item in an Istisna' contract: is it the labor (craftsmanship), the requested item, or both? However, the prevailing opinion is that in an Istisna' contract, the subject matter is the item that is obligatory on the craftsman to deliver. This is because the craftsman commits to providing the finished product, whether he makes it himself, has someone else make it, or has already made it before the contract.

After discussing the contracts of Salam and Istisna' in detail, contemporary jurist Dr. Mustafa Zarqa differentiates between them by stating: From the previous discussion, it becomes clear that Istisna' is not valid for natural items that do not involve human labor, such as vegetables, fruits, fresh meat, milk, and other grains. Therefore, the method for buying and selling natural items that are not present at the time of the contract is through the Salam contract. Consequently, Istisna' is only valid for items that involve human labor or craftsmanship³⁴.

Legitimacy of the Istisna' Contract

According to proponents of the Istisna' contract (those who consider it a separate contract from the Salam contract), it is a contract that has existed in the financial dealings of the Muslim community from the time of the Prophet Muhammad (peace be upon him) to the present day. Some scholars have also cited this verse from the Quran as evidence for the Istisna' contract:

فَهَلْ نَجْعَلُ لَكَ خَرْجًا عَلَىٰ أَنْ تَجْعَلَ بَيْنَنَا وَبَيْنَهُمْ سَدًّا³⁵

"So may we assign for you an expenditure that you might make between us and them a barrier?"

Similarly, scholars have also cited this Hadith:

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ اصْطَنَعَ خَاتَمًا مِنْ ذَهَبٍ ، وَجَعَلَ فُصَّهُ فِي بَطْنِ كَفِّهِ إِذَا لَبَسَهُ ، فَاصْطَنَعَ النَّاسُ خَوَاتِيمَ مِنْ ذَهَبٍ ، فَرَقِيَ الْمُنْبَرُ ، فَحَمِدَ اللَّهُ وَأَثْنَى عَلَيْهِ ، فَقَالَ : إِنِّي كُنْتُ اصْطَنَعْتُهُ ، وَإِنِّي لَا أَلْبَسُهُ فَنَبَذَهُ ، فَنَبَذَ النَّاسُ³⁶

The Prophet Muhammad (peace be upon him) initially had a gold ring made and wore it with the gemstone facing inward. Following his example, people also had gold rings made. Then, the Prophet (peace be upon him) ascended the pulpit, praised Allah, and said, "I had a gold ring made." (After the prohibition was revealed) he said, "I will no longer wear it." He then discarded the ring, and the people also discarded their gold rings.

Similarly, the mention of having a pulpit made for the Masjid is also found in the books of Hadith.

Conditions of the Istisna' Contract

Since the Hanafi scholars are the proponents of Istisna' as a separate contract, their perspective on its rules and conditions is being presented.

The first condition of this contract is that the item being ordered should be commonly produced and requested in society. This is because the contract is exempted from the prohibition of selling non-existent items due to the known nature, form, and characteristics of the item, which eliminates the risk of ignorance and uncertainty (Gharar).

Second Condition: All characteristics of the item to be made to order must be fully specified at the time of the contract. Any clause that could lead to a dispute should be avoided.

Third Condition: Some scholars have stipulated that the time should not be specified in the Istisna' contract. If a time is specified, the contract would no longer be considered Istisna' and would instead fall under the rules of Salam. This opinion is held by Imam Abu Hanifa. However, his two disciples, Imam Abu Yusuf and Imam Muhammad, believe that specifying a time period is permissible.

Right of Cancellation in the Istisna' Contract

While discussing the options (Khiyarat) in the Istisna' contract, scholars have mentioned that before the commencement of the production process of the ordered item, the contract is not binding on either party. Thus, before the work begins, either party has the right to cancel the contract. Even after the completion of the work, but before the buyer (Mustasni') has inspected it, the contract remains non-binding. Therefore, the craftsman (صانع) can sell it to someone else, as the contract was not concluded on a specific pre-made item but rather on an item to be made according to specified characteristics.

Regarding the options (Khiyarat) in the Istisna' contract, Hanafi scholars have three opinions. When the craftsman (صانع) brings the item, prepared according to the specified conditions, to the person who placed the order (Mustasni'), the following applies:

According to Zahir al-Riwayah, the craftsman's authority will end, but the orderer's (مستصنع) authority will remain to accept or reject the item. However, according to one opinion of Imam Abu Hanifa (may Allah have mercy on him), both will retain their authority. The third opinion is from Imam Abu Yusuf (may Allah have mercy on him), which states that when the item is prepared according to the conditions and brought to the buyer, the contract will become binding, and neither party will have any authority left. The later jurists and the Fiqh academies have adopted this third opinion because the craftsman used his materials, prepared the item according to the conditions, and invested his effort and capital. Therefore, the orderer does not have the authority to cause a loss to the craftsman. This is also recorded in the Majalla al-Ahkam al-Adliya that the contract will become binding³⁷.

There are several contemporary forms of the Istisna' contract. For example, nowadays, Istisna' is practiced in construction works and housing. Two forms are more prevalent:

1. The first party owns the land and asks a contractor (the second party) to build a house on that land. In this case, if all the materials for the house are provided by the first party, it is considered Ijarah. However, if the materials are provided by the second party, it is considered Istisna'.
2. The land belongs to the first party, and the second party demands that the first party build a specific type of house, building, or flat on a specified portion of the land. This is similar to how shops in large plazas are booked before they are built, and similarly, houses and flats are also booked before construction. The jurists have also classified this under the category of Istisna'.

In conclusion, Bai' Salam is a well-established and legitimate contract in Islamic finance, designed to meet various human needs. It is explicitly permitted by Shariah, supported by Hadith, and recognized by esteemed jurists. The contract's flexibility makes it a valuable tool in contemporary financial transactions, particularly in agriculture. By adhering to the specified conditions, Bai' Salam ensures fairness and protection for both parties, preventing harm, disputes, and deception. And the contract of Istisna' is a vital and flexible tool in Islamic finance, distinct from the Salam contract due to its focus on craftsmanship and human labor. It has been recognized and practiced since the time of the Prophet Muhammad (peace be upon him) and continues to be relevant in modern financial transactions, particularly in construction and manufacturing. By adhering to its specific conditions, Istisna' ensures fairness and clarity, benefiting both the craftsman and the buyer while fostering economic growth and development.

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- ⁶ *Al-Qur'an*, Surah Al-Baqarah, 2:282.
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- ⁸ International Islamic Fiqh Academy. *Journal of the International Islamic Fiqh Academy*, No. 9, vol. 1 (Jeddah): 371.
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- ¹⁶ Ibn Qudamah, *Al-Mughni ma'a al-Sharh al-Kabir*, vol. 4 (341).
- ¹⁷ Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (208)
- ¹⁸ *Kashaf al-Qina*, vol. 3 (290). And, Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (120).
- ¹⁹ Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (208). And, Al-Shirazi, Al-Muhammad. *Al-Mughni al-Muhtaj*, vol. 3 (107).
- ²⁰ Al-Shirazi, *Al-Mughni al-Muhtaj*, vol. 3 (110).
Ibn Qudamah, *Al-Mughni*, vol. 4 (339).
Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (208).
- ²¹ Al-Shirazi, *Al-Mughni al-Muhtaj*, vol. 3 (10).
Al-Suyuti, Jalal al-Din. *Al-Sharh al-Saghir*, vol. 3 (280).
Ibn Qudamah, *Al-Mughni*, vol. 4 (332).
- ²² Al-Nawawi, Yahya ibn Sharaf. *Al-Rawdah al-Nawawiyyah*, vol. 4 (22).
and; *Kashaf al-Qina*, vol. 3 (306).
Al-Sarakhsī, *Al-Bahr al-Ra'iq*, vol. 6 (176).
Al-Shaybani, Abu Bakr. *Qawanin al-Fiqhiyyah*, 267.
- ²³ "Allama Kasani has compiled the meanings of various Hadiths here; such combined words are not present in any single Hadith."
- ²⁴ Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (213).
- ²⁵ Al-Suyuti, Jalal al-Din. *Al-Sharh al-Saghir*, vol. 3 (282).
Al-Nawawi, Yahya ibn Sharaf. *Al-Rawdah*, vol. 4 (11).
Ibn Qudamah, Muhammad. *Al-Mu'tamad fi Madhhab al-Imam Ahmad*, vol. 1 (444).
- ²⁶ Ibn Majah, Muhammad. *Sunan Ibn Majah*, "Chapters on Trade," chapter "Whoever Engages in a Salam Contract and Cannot Transfer It to Another," hadith 2283.

"Note: This Hadith is found in Sunan Abi Dawood, Sunan Bayhaqi, and Sunan Ibn Majah, among others, but its chain of narration includes the narrator Atiyyah bin Sa'd, who is considered weak."

²⁷ Al-Buhuti, *Sharh Muntaha al-Iradat*, vol. 2 (219).

Al-Shirazi, *Al-Muhadhab*, vol. 1 (301).

Al-Shirazi, *Al-Mughni al-Muhtaj*, vol. 2 (117).

Ibn Qudamah, *Al-Mughni*, vol. 4 (375).

Ibn Qudamah, Muhammad. *Al-Mu'tamad fi Fiqh Imam Ahmad*, vol. 1 (4).

²⁸ "Iqalah means to terminate a contract between two individuals, which will be done with mutual consent."

²⁹ Ibn Abidin, Muhammad. *Hashiyat Ibn Abidin*, vol. 4 (219).

Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (214).

Ibn Rushd, Abu al-Walid. *Bidayat al-Mujtahid*, vol. 2 (15).

³⁰ عَنْ أَبِي هُرَيْرَةَ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: "مَنْ أَقَالَ نَادِمًا أَقَالَهُ اللَّهُ نَفْسَهُ يَوْمَ الْقِيَامَةِ"،

Al-Bayhaqi, Abu Bakr. *Sunan al-Bayhaqi*, "Book of Sales," chapter "Whoever Rescinds a Sale with a Muslim," hadith: 11131.

³¹ Al-Shirazi, *Al-Muhadhab*, vol. 1 (302).

³² Ibn Abidin, Muhammad. *Hashiyat Ibn Abidin*, vol. 5 (223).

Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (3).

Al-Sarakhsī, *Al-Mabsut*, vol. 12 (139).

³³ Dardir, *Al-Sharh al-Saghir li Dardir*, vol. 2 (287).

³⁴ Zarqa, Mustafa Ahmad. *Al-Ustadh, 'Aqd al-Istisna' wa Mada Ahmiyyatuhu*, 34. (This is a detailed lecture by Dr. Zarqa, presented at a conference organized by the Saudi bank "Islamic Bank for Development" in Jeddah). Accessed January 31, 2025.

www.down.ketabpedia.com/files/bkb/bkb-fi02268-ketabpedia.com.pdf.

³⁵ *Al-Qur'an*, Surah Al-Kahf, 94.

³⁶ **Al-Bukhari**, Muhammad. *Sahih al-Bukhari*, "Book of Clothing," chapter "Who Placed the Seal's Stone in the Palm of His Hand," hadith 5876.

Muslim, Muhammad. *Sahih Muslim*, "Book of Clothing and Adornment," chapter "The Prophet's (PBUH) Wearing of a Silver Ring with the Inscription 'Muhammad, Messenger of Allah' and the Caliphs Wearing It After Him," hadith 5477.

³⁷ Al-Sarakhsī, *Al-Mabsut*, vol. 12 (139).

Al-Kasani, Ali ibn Abi Bakr. *Badā'ī' al-Ṣanā'ī'*, vol. 5 (3).

Ibn Abidin, Muhammad. *Hashiyat Ibn Abidin*, vol. 5 (213).

Majallah al-Ahkam al-Adliyah, arts. 124, 388, 392.