

Deposit guarantee in Islamic jurisprudence and Jordanian civil law

Dr. Jihad Salem Al-Sharafat

Associate Professor, College of Sharia, Al al-Bayt University, Jordan

Abstract

This study was summarized in explaining the cases in which the deposit is guaranteed, such as its consumption, failure to maintain it, or depositing it with others, or mixing it, and other such cases. The study showed the opinion of the civil law in these cases, and the extent of its compatibility with jurisprudence or its disagreement with it. The study concluded that deposits were included in the previous cases and in others mentioned in the research.

Keywords: Guarantee, Deposit, Amortization

Introduction

The science of Islamic jurisprudence is the most useful, comprehensive, longest and most flexible, and its topics are still the subject of the efforts of researchers and the attention of scholars, because of its active role in deducing practical legal rulings that organize our lives in various aspects of life. Among the topics discussed by our ancient jurists about the deposit: its concept, its provisions, its guarantee, and its investment.

In this research, the researcher will address the provisions related to the security of the deposit, by clarifying and detailing the cases in which the depositor is included. This is with a note comparing these cases with the Jordanian civil law.

Research problem

The problem of this research lies in answering the following questions:

1. What are the cases in which the depositor is guaranteed?
2. What is the opinion of the Jordanian civil law regarding these cases?

Previous studies

The researcher reviewed some studies relating the topic of Deposit in Islam in general, and in Islamic banks in particular, for example, Timawi's¹ study "Deposit protection systems in Islamic banks: the experience of the Jordan Islamic Bank" aimed to answer the question: How can Islamic banks protect their depositors' money? Through this, this paper has been divided into two sections: the systems available to protect deposits in Islamic banks, and the experience of the Jordan Islamic Bank in protecting deposits. The study concluded the following: Conventional deposit insurance systems serve as a framework for insuring current deposits with Islamic banks, as long as current deposits are taken as a secured loan; The primary role of bank deposit insurance systems represented in the confidence of the public of depositors in the banking system and its ability to protect

¹ Timawi, A. (2011). Deposit protection systems in Islamic banks: The experience of the Jordan Islamic Bank, *ELWAHAT Journal of Research and Studies*, Volume 4, N. 2, Pages 326-346

its deposits; The Islamic bank relies on the element of guarantees to protect deposits by providing in-kind, personal, and technical guarantees; The Banking Supervision Authority protects investment account funds by preventing the possibility of mismanagement and verifying exit incidents from businesses permitted by Sharia; and finally, In protecting its deposits, the Jordan Islamic Bank relies on the Investment Risk Fund and the Mutual Insurance Fund. Qahf's¹ study "Guarantee of deposits in Islamic banks in Jordan" aimed to show the inclusion of deposits in Islamic banks to guarantee the Bank Deposit Insurance Corporation in Jordan and the benefits of this inclusion or the reservations it might have, and the extent to which such a guarantee is consistent with the provisions of Islamic Sharia to which Islamic banks are bound, and what are the required amendments - if any - to find compatibility with the requirements of the nature of deposits in Islamic banks. Moussa's² study "Guarantee in trust contracts in Islamic jurisprudence and its contemporary applications" dealt with the issue of guarantee in trust contracts; Due to the people's need to know its rulings due to their frequent interaction with them, the study plan included an introduction, a preface, six chapters and a conclusion, as follows: An introduction which includes the importance of the subject and the reason for choosing it, the previous studies, the approach I took in raising the subject, and the study plan, and I spoke in it about the behaviors that require guarantee, such as using the deposit, paying it to others, traveling with it and mixing it with others, then I mentioned pictures of wasting the deposit, and I talked about violating the depositor's condition. The second chapter talked about the agency, so I explained the rule of the agent's hand, and the researcher talked about cases of the agent bypassing his agency, and cases of the agent violating the order of his client, then I talked about dismissal of the agent and its impact on the agent's behavior, The third chapter talked about the company and speculation, so it showed the hand of the partner and the speculator, and it talked about the behaviors that are owned by the absolute contract, and the behaviors that are owned by delegation, as well as the behaviors that are only owned by special permission, and they talked about violating the condition of the speculator or the money owner. The fourth chapter came to talk about the guarantee of the leased property and the guarantee of the private hire, and the fifth chapter clarified some contemporary applications, namely bank deposits and Muqaradah bonds. The sixth chapter came to talk about the guarantee of the trustee and the watering agent and the farmer, such as the actions of the trustee that require guarantee, such as delegating others and lending the money of the benefactor, and violating the interest, and it talked about the guarantee of the watering agent and the farmer when the land is paid to another worker. Al-Saleem³ also studied deposits in his study "Investment deposits in Islamic banks: their graduation, and how to distribute their profits" that dealt with the graduation of the investment deposit contract and how to distribute its profits, and it dealt with the parties covered by the graduation, and showed the impact of the nature of the work of Islamic banks on the graduation, and reviewed the views of contemporaries in the graduation on the agency for a fee, or on speculation, and then talked about the practical formula in the graduation of the contract on speculation. It discussed it, then it dealt with the attempts of some contemporaries to correct this graduation, and mentioned the practical formula chosen for holding the investment deposit, then it dealt with the method of calculating the deposit's share in the profit and

¹Qahf, M. (2005). Guarantee of deposits in Islamic banks in Jordan, research paper, Jordan

² Moussa, A. (2005). Guarantee in trust contracts in Islamic jurisprudence and its contemporary applications, Unpublished PhD Dissertation, in jurisprudence and its foundations, The University of Jordan, Jordan.

³ Al-Saleem, A. (2010). Investment deposits in Islamic banks: their graduation, and how to distribute their profits, *Studies, Sharia and Law Sciences*, Volume 37, Issue 1, 2010

how to distribute it, then it dealt with the tiger method and explained the rule of working with it, then it dealt with the periodic calendar method, and showed the method accounting related to it.

Research Methodology

In writing this research, the researcher relied on the inductive approach, as he extrapolated what was written by the old jurists regarding the cases in which the deposit is guaranteed, and then compared it with its counterparts from the Jordanian civil law.

Research Organizational Structure

This research consisted of an introduction, four chapters, and a conclusion, as follows:

- **Introduction**
- **The first topic: the definition of the deposit, linguistically and idiomatically, its legitimacy, its rulings, and its most important provisions:**
 - The first requirement:* Defining the deposit in language and idiomatically
 - The second requirement:* the legality of the deposit contract
 - The third requirement:* the ruling on accepting the deposit
 - The fourth requirement:* the most important provisions of the deposit
- **The second topic: the depositor's hand on the deposit**
- **The third topic: Cases of including the depository deposit if it is damaged**
 - The first requirement:* the use of the deposit.
 - The second requirement:* Refusal to return the deposit
 - The third requirement:* the depositor deposits the deposit with someone else.
 - The fourth requirement:* the custodian abandons the preservation.
 - The fifth requirement:* mixing the deposit.
 - The sixth requirement:* Violation of the depositor's requirement to keep the deposit.
 - The seventh requirement:* the ingratitude of the deposit.
 - The eighth requirement:* travel by deposit.
- **The fourth topic: Comparing the cases of guaranteeing the deposit in Islamic jurisprudence with the Jordanian civil law**
- **Findings and Recommendations**

The first topic

The definition of the deposit, linguistically and idiomatically, its legitimacy, its rulings, and its most important provisions:

The first requirement

Defining the deposit in language and idiomatically

First: Defining the deposit in terms of linguistically

Its source is from the farewell: that is to leave, and from it is the saying of God Almighty: (*Your Lord has not taken leave of you, [O Muhammad], nor has He detested [you]*)¹. That is, your Lord has not left you, and it is said: He deposited money with him and deposited it with it: that is, he gave it to him so that he would have a deposit with him, and he deposited it: he accepted the deposit².

The definitions of the old jurists were similar idiomatically to the deposit, including the following:

- Al-Sherbiny defined it as: “A power of attorney to protect a owned or respected person in a specific manner³”.
- The Malikis and Hanbalis defined it: “It is a name for money paid to the one who keeps it without compensation⁴”.

Explanation of the definition: It came out with the “money” record, the dog that cannot be kept, and the wine and the like that are not respected, and the “paid” record is what the wind has thrown into a house like a garment, and what was infringed, and he came out with a bare “preservation” entry, and the like, and a restriction without “replacement” for the hired hand to keep the money⁵.

The second requirement

The legality of the deposit contract

The deposit contract is prescribed according to the Qur’an, the Sunnah, consensus and analogy:

First: The legality of the deposit contract from the book⁶

God's saying: (*Indeed, Allāh commands you to render trusts to whom they are due and when you judge between people to judge with justice. Excellent is that which Allāh instructs you. Indeed, Allāh is ever Hearing and Seeing*)⁷.

Significance: God Almighty commands us to return trusts to their rightful owners, and it is not reasonable for God Almighty to order us to do something that is originally illegal.

God's saying: (*And if you are on a journey and cannot find a scribe, then a security deposit [should be] taken. And if one of you entrusts another, then let him who is entrusted discharge his trust [faithfully] and let him fear Allāh, his Lord. And do not conceal testimony, for whoever conceals it - his heart is indeed sinful, and Allāh is Knowing of what you do*)⁸.

The point of view: that God Almighty commands us to fulfill the trust, and it is not reasonable for God Almighty to order us to do something that is not legitimate in the first place.

Second: The legality of the deposit from the Sunnah⁹.

¹ Surat Ad-Duha, Verse No. 3.

² Muhammad bin Makram, Ibn Manzur (died: 711 AH), Lisan al-Arab, 3rd edition, Dar Sader, Beirut, (1414 AH) vol. 8, pp. 384-386, Al-Waw chapter.

³ Muhammad bin Ahmed al-Khatib al-Sharbini al-Shafi'i (died: 977 AH), Mughni al-Muhtaj, 1st edition, Dar al-Kutub al-Ilmiyya, Beirut, (1415 AH - 1994 AD), vol. 4, p. 125

⁴ Mansour bin Yunus bin Salah al-Din bin Hassan bin Idris al-Bahouti al-Hanbali (died: 1051 AH) Kashshaf al-Qinaa on the text of persuasion, Dar al-Kutub al-Ilmiyya, Beirut, vol. 4, p.

⁵ Mansour bin Yunus bin Salah Al-Din bin Hassan bin Idris Al-Bahooti Al-Hanbali (died: 1051 AH) Scouting the Mask on the Body of Persuasion, Dar Al-Kutub Al-Ilmiyya, Beirut, vol. 4, p. 166.

⁶ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, p. 166.

⁷ Surah An-Nisa, Verse 58.

⁸ Surat Al-Baqarah, Verse 283.

⁹ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 146. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 166.

His saying - may God's prayers and peace be upon him -: "Render the trust to the one who entrusted you, and do not betray the one who betrayed you"¹.

His saying - may God's prayers and peace be upon him -: "On the hand is what it takes until it performs"².

Third: The legality of holding a deposit through consensus³.

The scholars of the nation have unanimously agreed on the legality of the deposit.

Al-Bahooti says: The consensus in every age on its permissibility and its chain of transmission is the saying of God Almighty: (*Indeed, Allāh commands you to render trusts to whom they are due*)⁴.

Fourth: The legality of the deposit contract through analogy⁵.

It becomes clear to us the legitimacy of the deposit by analogy with the legitimacy of some contracts: such as the lease contract, since the reason for the permissibility in both of them is the people's need for them.

Al-Bahooti says: The meaning necessitates it because people need it, because it is not possible for them to keep all their money on their own⁶.

Al-Sherbini says: And because people have a need, rather a necessity for it⁷.

The third requirement

The ruling on accepting the deposit⁸.

The ruling on accepting a deposit in general is permissible, and I mentioned that when talking about its legitimacy. But the ruling on a deposit may move from permissible to desirable, for one who knows himself to be trustworthy, i.e. he is trustworthy and able to preserve it⁹, because he, may God's prayers and peace be upon him, said: "and God helps the servant as long as the servant helps his brother"¹⁰, his ruling may shift from permissible to forbidden for those who are unable to memorize them because it exposes them to damage¹¹.

Fourth requirement

What the depositor must do?¹²

Islam has decided that it is obligatory to preserve the deposit, by placing it in a safe similar to it, i.e. placing it in a place like the place where he keeps his money, and he is not neglected in that, nor is he trespassing

¹ Muhammad bin Issa al-Tirmidhi, Sunan al-Tirmidhi, investigated by Ahmed Shaker and others, 2nd edition, Statement of Judgment, Mustafa al-Babi Library, Egypt, (1395 AH - 1975 AD), vol. 3, p. 556. Hadith No. (1264) Al-Tirmidhi said, Hassan Gharib, Abu Dawood, Suleiman bin Al-Ash'ath, Sunan Abi Dawood, Dar Al-Fikr, Damascus, chapter on the man taking his right from those who prevented him, vol.

² Al-Tirmidhi, Abu Issa al-Tirmidhi, (209 AH), Sunan al-Tirmidhi, investigated by Bashar Awwad, Dar al-Gharb al-Islami, Beirut, 1998 AD, the chapter on what was stated that the nakedness is performed, vol. 3 pg. 266.

³ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, pg. 166.

⁴ Surat An-Nisa, Verse 58.

⁵ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahouti, Kashaf Al-Qinaa on the Board of Persuasion, Vol. 4, p. 166.

⁶ Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, pp. 166-167.

⁷ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126.

⁸ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 167.

⁹ Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 167.

¹⁰ Muslim, Muslim bin Al-Hajjaj, Sahih Muslim, Dar Al-Jeel, Beirut, chapter on the merit of gathering over reciting the Qur'an, vol. 8, p. 71, Hadith No. 7028.

¹¹ Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, pg. 126.

¹² Abu Bakr bin Masoud bin Ahmed al-Kasani al-Hanafī (died: 587 AH), Badaa' al-Sana'i, 2nd edition, Dar al-Kutub al-Imiyya, (1406 AH - 1986 AD) part 6, pg. Oman (1429 AH - 2008 AD), vol. 2, p. 778. Wahba Al-Zuhaili, The Theory of Guarantee, Comparative Study, 9th Edition, Dar Al-Fikr Damascus (1433 A.H. - 2012 A.D.), p. 210.

on it, Islam also enjoined him to hand it over to its owner upon his request, and forbids him to deny it, God Almighty says: (*Indeed, Allāh commands you to render trusts to whom they are due*)¹.

And for his saying: - may God's prayers and peace be upon him-: "On the hand is what it takes until it is performed"².

Preservation must be necessary for the owner, because the deposit on the part of the owner is preservation, and on the part of the depositor is an obligation to memorize, and he is one of the people of commitment, so he is obligated by his saying: peace and blessings be upon him: "Muslims are on their conditions"³, if the custodianship is absolute, then the custodian has the right to keep the custodian with his own hands, or whoever is in his family, and he is the one who lives with him and feeds him, and his eat, drink, and clothe are sufficient for him, whoever he is, a relative or a stranger, his son, his wife, his servant and his hiring. Also, and those who are not from his dependents on whom he usually depends to protect his money, such as his partner or slave.

In sum, the depositor is not obligated to preserve the money of others except with what he preserves his own money with, and since a person keeps his own money with his own hands once, and with his family or servants again, he may keep the deposit in their own hands as well, by analogy with his preservation of his money, memorizing with their own hands was a sign of contract. Likewise, he may return the deposit into their hands, even if it perishes before reaching the owner, there is no guarantee on him, because their hand is the hand of the depositor, so as long as it is in their hands, it is preserved by its preservation.

The second topic

The depositor's hand on the deposit

The deposit in the hands of the depositor is considered a trust, which must be preserved by placing it in a safe similar to it. And the depositor must return it to its owner as he took it, and if it perishes in his hand without transgression or negligence on his part, there is no guarantee on him, because his hand is a safety hand, not a guarantee⁴, and because he, may God's prayers and peace be upon him, said: "There is no guarantee on the borrower who is not exaggerated, and there is no guarantee on the warehouse that is not exaggerated"⁵

The third topic

Cases of including the depository deposit if it is damaged

As mentioned previously, the depositor's hand on the deposit is a security hand, not a security hand, except that there are cases that require it to be included if it perishes for a reason attributable to him, such as trespassing, or shortening, etc. These are cases that I will mention separately through the following nine demands:

The first requirement

¹ Surat An-Nisa, Verse 58.

² Previously mentioned, margin 15.

³ Al-Bukhari Muhammad Ibn Ismail (d. 256 AH) Sahih Al-Bukhari, Dar Al-Shaab, Cairo, I 1, 1987 AD, chapter on brokerage, vol. 3, p. 120, Hadith No. 2273, and Al-Bukhari narrated it as a commentator. Al-Albani said, in Al-Silsilah As-Sahihah, Hadith No. 2915 C6/414, an authentic hadith with the sum of its paths.

⁴ Abu Bakr bin Masoud bin Ahmad al-Kasani al-Hanafī (died 587 AH), Badaa' al-Sana'i, 2nd Edition, Dar al-Kutub al-Ilmiyya, (1406 AH - 1986 AD), vol. 6, pp. 210-211.

⁵ Ali bin Omar bin Ahmed bin Mahdi bin Masoud bin Al-Numan bin Dinar Al-Baghdadi Sunan Al-Daraqutni, investigation by Shuaib Al-Arnaout and others, 1st Edition, Al-Resala Foundation, Beirut - Lebanon, (1424 AH - 2004 AD), vol. 3, p. 456, Hadith No. 2961, Al-Dar Qatni said about him: In it Amr and his servants are weak, and it is narrated on the authority of Shureh without a chain of transmission.

The use of the deposit

The use of the deposit, whether by consuming the same or part of it, or using it is a form of abuse, so this use is a compelling reason for the guarantee. An example of this benefit is the wearing of the garment with which a deposit was placed, and it is destroyed after that, so he is a guarantor of it. Or the use of the utensils deposited with him, and they perished because of this use, so he is a guarantor of them. This ruling is according to the majority of the Malikis, and the Shafi'is, and the Hanbalis, even if it was damaged for a divine reason, because by transgressing the use they accepted the rule of the deposit, and permission is sought, so it became as if he denied the deposit and then acknowledged it, so he does not start except by rejecting it¹.

The Hanafis said: If he uses it, he is guaranteed as well, unless he abandons its use. According to the majority of them, there is no guarantee for him because he is holding it with the permission of its owner, so it is similar to what was before use².

The second requirement

Refusal to return the deposit³

- There is no dispute that the deposit must be returned to its owner if he asks for it, and God Almighty has commanded that, so He said: (*Indeed, Allāh commands you to render trusts to whom they are due*)⁴.
- And for his saying - may God's prayers and peace be upon him - "Render the trust to those who have entrusted you, and do not betray what betrayed you"⁵.
- And for his saying - may God's prayers and peace be upon him -: "On the hand is what it takes until it performs"⁶.

The third requirement

Depositing the custodian with someone else without permission and without excuse

The Hanafis (Ibn Abidin)⁷, and the Malikis (Ibn Juzi)⁸, Shafi'i (Ramli)⁹, and Hanbalis (Bahuti)¹⁰ said:

If he takes the deposit out of his hand and deposits it with someone else without an excuse, he becomes a guarantor, because the depositor has agreed to keep the first deposit, without keeping someone else, unless there is an excuse, such as a fire in his house and the like.

And if he deposits it with another person without an excuse, and it perishes or is lost while it is in the hands of the second person, then the guarantee is on the first and not on the second depositor on the authority of Abu Hanifa and the Hanbalis¹.

¹ Al-Kasani, Badaa' Al-Sana'i, Vol. 6, pg. 211, Muhammad bin Muhammad bin Abdul Rahman Al-Tarabulsi Al-Maghribi, known as Al-Hattab Al-Ra'ini Al-Maliki (deceased: 954 AH), Talents of the Jalil Brief Explanation of Al-Khalil, 3rd Edition, Dar Al-Fikr (1412 AH – 1992 AD), Part 5, p. 251, Al-Khatib Al-Sherbiny, Mughni al-Muhtaj, vol. 3, p. 88, Ibn Qudamah, al-Mughni, vol. 6/401

² Ali bin Abi Bakr bin Abdul Jalil Al-Qarghani Al-Mirginani (died: 593 AH), Al-Hidaya Explaining the Beginning of Al-Mubtadi, achieved by Talal Youssef, Arab Heritage Revival House, Beirut, vol.3, pp. 215-216.

³ The previous source, the same pages, al-Kasani, Badaa' al-Sana'i, vol. 6, pp. 211-213.

⁴ Surah An-Nisa, Verse 58

⁵ Previously mentioned, footnote (14).

⁶ Previously mentioned, footnote (15).

⁷ Al-Kasani, Badaa' Al-Sana'i, vol. 6, p. 208, Ibn Abidin Muhammad Alaa al-Din, Ibn Abdeen's footnote, Dar al-Fikr, Beirut, 2000 AD, vol. 4/516.

⁸ Ibn Juzi, Fiqh Laws, p. 374

⁹ Al-Ramli Shams Al-Din, Nihat Al-Muhtaj, Vol. 19, pg. 490

¹⁰ Al-Bahooti, Volume 2, pp. 269-272

The two companions said: The owner is free to choose, if he wants to guarantee the first, and if he wants to guarantee the second, then he is within the first, he does not return the guarantee to the second, because he owns the deposit by paying the guarantee, and if he guarantees the second, he returns it to the first, because the first deceived him with the deposit, so he must guarantee the vanity.

But if the second depository consumed the deposit, then the owner has the option: if he wishes, within the first deposit, and if he wishes, he guarantees the second by agreement, except that he is within the first deposit, he returns the guarantee to the second, and if he guarantees the second depositor, he does not return the guarantee to the first depositor, because the reason for the necessity of the guarantee was found from the second. In fact, it is consumption, and there was nothing from the first except to pay to the second on the path of preservation².

Fourth requirement

Leaving the deposit for safekeeping

If the custodian abandons keeping the trust until it perishes, then he guarantees it, as if he saw a person stealing the trust while he was able to prevent it³.

The fifth requirement

Mixing the deposit with others

If the trustee mixes the trust with his own money, then if it is possible to distinguish between them, then he is not guaranteed⁴, because confusion damages the deposit in terms of meaning.

The same applies to all other weights and weights. If sex is mixed with sex in a mixture that is not distinguished, such as wheat with barley, then Abu Hanifa guarantees to each one the same as his right.

The two companions said: The owner has the option, if he wishes, within the deposit equal to his right, and if he wishes, he takes half of the mixture, or the two owners sell it and take the price⁵.

The other imams said, like what Abu Hanifa said, if it is not possible to distinguish between a deposit and others⁶, but if it is not possible to distinguish between the deposit and others, then the trustee does not guarantee anything⁷, Unless there is a decrease in value by mixing, then it is guaranteed according to the Shafi'is and Hanbalis⁸.

The sixth requirement

Violation of the depositor's condition of keeping the deposit

¹ Ibn Rajab, Al-Qawa'id, p. 217, Al-Sarkhasi Shams Al-Din, Al-Mabsout, Dar Al-Fikr, Beirut, 1st edition 2000 AD.

² Ibn al-Hamam Kamal al-Din, Fath al-Qadir, Dar al-Fikr, Beirut, 7/91, al-Sarakhsi, al-Mabsout, vol. 11/125/132.

³ Al-Kasani, Badaa' Al-Sana'i, Vol. 6, p. 210, Ibn Juzi', Fiqh Laws, p. 374, Zakaria al-Ansari, Tuhfat al-Talib, p. 167, Ghayat al-Muntaha, vol. 2, p. 269-272.

⁴ Ibn Abidin, Hashiyah bin Abidin, vol. 4, p. 519, Ayath al-Din bin Ghanem (d. 1030 AH), the Guarantees Complex, investigated by Ali Gomaa and Muhammad Ahmed Siraj, p. 83

⁵ The two previous sources, same pages.

⁶ Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Part 3, Pg. 89, Al-Shirazi Ibrahim Bin Ali, Al-Muhadhd, Vol. 1, Pg. 361, Al-Desouki Muhammad Bin Ahmed (d. 1230 AH), Hashiyah Al-Desouki, Part 3, p. 420, Ibn Qudamah Abdullah Bin Ahmad, Al-Mughni, Dar Al-Fikr Beirut, 1, 1405 AH. , c 7 pg 284

⁷ Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Volume 3, Pg. 89

⁸ Ibn Qudamah, Al-Mughni, Vol. 7, p. 281, Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Vol. 3, p. 89

This is not without conditions:

The first case: If the depositor stipulated that the trustee should keep the deposit in a specific place, then he moved it to another place without an excuse.

If he transfers it to a safe place without the previous one, he is guaranteed, and if he moves it to a safe place similar to or better than the first, he is not guaranteed¹.

The second case: He orders him to memorize it in a specific house or a specific place and forbids him to keep it in another place, as Hanafis², Malikis³, and Shafi'i⁴ said: If the other house is similar to the first house in the fortress or has been acquired from it, it is not guaranteed, because the restriction is not useful, and the Malikis also said that it is guaranteed if it is transferred from one country to another, even if it is similar in the guard.

As for the Hanbalis⁵, the more correct opinion in their view is: They said that it is guaranteed whether it is moved to a similar place or above it, in or below it, as long as that is done without a legitimate excuse such as fear of theft.

The seventh requirement

The ingratitude of the deposit

There is no dispute that the deposit must be returned to its owner if he asks for it, and God Almighty has commanded that, so Almighty God said: (*Indeed, Allāh commands you to render trusts to whom they are due*)⁶.

And for his saying, may God's prayers and peace be upon him: "Render the trust to the one who entrusted you, and do not betray the one who betrayed you"⁷.

For his saying, may God's prayers and peace be upon him: "On the hand is what it takes until it is paid"⁸.

Based on this, the Hanafi imams said: If the depositor asked for the deposit, then the depositor denied it or withheld it from him while he was able to deliver it as a guarantee, because when he asked him to return it, he separated him from the safe, after that, it becomes usurper and preventable with holding, and he guarantees it if the depositor establishes evidence for the deposit, or forbids the depositor to take an oath, or acknowledges it⁹.

The eighth requirement

Travel by deposit

¹ Al-Sarkhasi, Al-Mabsout, vol. 11 p. 121, Ibn al-Hamam Fath al-Qadir, vol. 7, p. 97, al-Desouki's footnote, vol. 3, p. 423, al-Sharqawi's footnote, vol.2 p.99

² Al-Sarakhsi, Al-Mabsout, vol. 11 p. 121

³ Al-Desouki, Hashiyat Al-Desouki, vol. 3 s 324, Ibn Juzi', Fiqh Laws, p. 374

⁴ Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Volume 3, Pg. 84

⁵ Ibn Qudamah, Al-Mughni, Vol. 6, pg. 387

⁶ Surah An-Nisa, Verse 58

⁷ Previously mentioned, margin (14)

⁸ Previously mentioned, margin (15)

⁹ Ali bin Abi Bakr Al-Mirginani, Al-Hidaya Sharh the Beginning of Al-Muhtadi, House of Revival of Arab Heritage, Beirut, vol. 3, pp. 215-216, al-Sarakhsi, al-Mabsout, vol. 11, p. 110, al-Kasani, Badaa' al-Sana'i, vol. 6, p. 213.

Abu Hanifa said: The trustee may travel with the trust, if the road is safe, and the owner of the trust has not prohibited it¹.

The two companions said: If the deposit has a load and provisions that he does not own the traveler with, because in the traveler with his provisions, it will harm the owner².

The Malikis said: He does not have the right to travel with it, unless it is given to him on a journey, so he may deposit it with a trustworthy person from the people of the country³.

The Shafi'is and Hanbalis said: The traveling trust does not have the trust, and if he wants to travel, he must return it to its owner⁴.

The fourth topic

Comparing the cases of deposit guarantee in the Jordanian civil law with its counterparts from Islamic jurisprudence

First of all, Article No. (872) of the Jordanian Civil Code stated that the depositor's hand on the deposit is a safe hand, and that it is not guaranteed except in special cases, and this is the text of the article:

Article No. (872)⁵

The deposit is a trust in the hands of the depositor and he must guarantee it if it perishes due to his transgression or his failure to keep it, unless otherwise agreed.

This article shows us the following:

First: This article agrees with Islamic jurisprudence that the hand of the depositor on the deposit is a hand of security, not a hand of security, I have separated the hadith regarding this with the mention of the legal evidence.

Second: This article also agreed with Islamic jurisprudence regarding the legitimate reasons for guaranteeing, namely, transgression or failure to preserve, which are considered among the most common cases in Islamic jurisprudence that require guarantee.

Third: This article, in its contrary sense, permitted the permissibility of including the depositor in the event of non-infringement or negligence, provided that this is agreed upon in advance. As we can see, this article is in violation of the Islamic jurisprudence that it is not permissible to agree in advance to guarantee the depositor; That is, he made his hand a hand of security, not a hand of safety; because of his violation of the requirements of the contract, as the deposit contract is one of the contracts of security. As a result: in Islamic jurisprudence, if such a condition is stipulated, it is invalid, and has no value because of his saying - may God's prayers and peace be upon him: What is the matter with people who stipulate conditions that are not in the Book of God? whoever stipulates a condition that is not in the Book of God is invalid, and if he stipulates a hundred conditions, God's condition is more true and more reliable⁶.

Article No. (873)

¹ Ibn Abdeen, Hashiyat Ibn Abdeen, vol. 4, p. 521

² Ghiath al-Din bin Ghanem, Complex of Guarantees, p. 69

³ Ibn Rushd, Beginning of the Mujtahid, Vol. 2, p. 307

⁴ Al-Khatib Al-Sherbiny, Mughni Al-Muhtaaj, Vol. 3, p. 82, Al-Karmi, Ghayat Al-Muntaha, Vol. 2, p. 269

⁵ Farraj, Mustafa Mahmoud, Jordanian Civil Law, No. (43) for the year 1976 AD, 1st floor, House of Culture, Amman.

⁶ Al-Bukhari, Muhammad bin Ismail, Sahih Al-Bukhari, investigated by Muhammad Zuhair, I 1, Dar Touq Al-Najat, (1422 AH), vol. 3, p. 71, Hadith No. 2155.

- 1. The depositor must take care of the custody of the deposit with the care of an ordinary person who is protected by his money, and he must put it in a safe similar to it.**
- 2. He may protect it himself or whoever entrusts him with preserving his money from his dependents.**

It is evident from this article that:

First: Civil law agreed with Islamic jurisprudence that the deposit should be preserved in a safe place like it.

Second: The law agreed with Islamic jurisprudence that it is necessary for the person to be deposited in person or by someone who entrusts him to protect his money from his dependents.

Third: This article differed from Islamic jurisprudence regarding the hardship spent in preserving the deposit, where the law required the depositor to take care of the deposit with the care of the ordinary person by preserving his money, but Islamic jurisprudence did not stipulate this condition and was satisfied with the care that the person usually takes in preserving his money.

Article (874)

The depositor may not deposit with a foreigner without the permission of the depositor, unless he is compelled, and he must take it back after the cause is gone.

Through this article, it becomes clear to us that the law agrees with Islamic jurisprudence in that it is not permissible to deposit a deposit with others without the permission of the owner of the money except for necessity, because the owner of the money has secured the depositor himself, trusted others and did not trust others in trust and preservation.

Article (875)

It is not permissible for a depositor to use the deposit or to establish a right on it for others without the depositor's permission, if he did, and it was damaged or its value decreased, he is a guarantor

Through this article, it becomes clear to us the agreement of the law with Islamic jurisprudence in including the depositor with the value of the deposit in the event that it is infringed by use.

The results of the research

The most important results that were reached, the following:

First: One of the most important cases in which the depositor is included in Islamic jurisprudence is the following

Benefiting from the deposit, refraining from returning it, depositing the deposit with others, denying it, betraying it, failing to preserve it, mixing it with something that is not distinguished by it, or violating the conditions of the deposit owner, or neglecting it.

Second: The Jordanian civil law agreed with Islamic jurisprudence in many cases of including the depositary with the deposit. Among the aspects of the agreement are the following:

1. The obligation to guarantee the deposit in case of infringement by the depositor, such as use, etc., or failure to keep it.

2. It is necessary to keep the deposit in a safe like that, otherwise it is necessary to guarantee it.
3. It is not permissible to deposit a deposit with a third party without the permission of the owner of the money except for necessity, otherwise it is necessary to guarantee it.
4. It is necessary to keep the deposit by the person who deposited it himself or by someone who entrusted him to keep his money from his dependents, otherwise it is necessary to guarantee it.

Third: The Jordanian civil law differed with Islamic jurisprudence in some details of the cases of including the depositary with the deposit. Among the differences are the following:

1. It is permissible for the Jordanian civil law to agree in advance to include the depositor with it, and to transfer his hand from a security hand to a security hand. This is in contrast to the Islamic jurisprudence that it is not permissible to agree in advance to include the depositor, and to transfer his hand from a security hand to a security hand, due to its violation of the requirements of the contract, as the deposit contract is a security contract, not a guarantee. Every condition that is not in the Book of God is void.
2. The Jordanian civil law requires the depositary to take care of the deposit with the care of the ordinary person in preserving his money, unlike Islamic jurisprudence, which did not stipulate this condition, and sufficed with the care that a person usually takes in preserving his money.

End notes

- 1) Timawi, A. (2011). Deposit protection systems in Islamic banks: The experience of the Jordan Islamic Bank, ELWAHAT Journal of Research and Studies, Volume 4, N. 2, Pages 326-346
- 2) Qahf, M. (2005). Guarantee of deposits in Islamic banks in Jordan, research paper, Jordan
- 3) Moussa, A. (2005). Guarantee in trust contracts in Islamic jurisprudence and its contemporary applications, Unpublished PhD Dissertation, in jurisprudence and its foundations, The University of Jordan, Jordan.
- 4) Al-Saleem, A. (2010). Investment deposits in Islamic banks: their graduation, and how to distribute their profits, Studies, Sharia and Law Sciences, Volume 37, Issue 1, 2010
- 5) Surat Ad-Duha, Verse No. 3.
- 6) Muhammad bin Makram, Ibn Manzur (died: 711 AH), Lisan al-Arab, 3rd edition, Dar Sader, Beirut, (1414 AH) vol. 8, pp. 384-386, Al-Waw chapter.
- 7) Muhammad bin Ahmed al-Khatib al-Sharbini al-Shafi'i (died: 977 AH), Mughni al-Muhtaj, 1st edition, Dar al-Kutub al-Ilmiyya, Beirut, (1415 AH - 1994 AD), vol. 4, p. 125
- 8) Mansour bin Yunus bin Salah al-Din bin Hassan bin Idris al-Bahouti al-Hanbali (died: 1051 AH) Kashshaf al-Qinaa on the text of persuasion, Dar al-Kutub al-Ilmiyya, Beirut, vol. 4, p.
- 9) Mansour bin Yunus bin Salah Al-Din bin Hassan bin Idris Al-Bahooti Al-Hanbali (died: 1051 AH) Scouting the Mask on the Body of Persuasion, Dar Al-Kutub Al-Ilmiyya, Beirut, vol. 4, p. 166.
- 10) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, p. 166.
- 11) Surah An-Nisa, Verse 58.
- 12) Surat Al-Baqarah, Verse 283.

- 13) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 146. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 166.
- 14) Muhammad bin Issa al-Tirmidhi, Sunan al-Tirmidhi, investigated by Ahmed Shaker and others, 2nd edition, Statement of Judgment, Mustafa al-Babi Library, Egypt, (1395 AH - 1975 AD), vol. 3, p. 556. Hadith No. (1264) Al-Tirmidhi said, Hassan Gharib, Abu Dawood, Suleiman bin Al-Ash`ath, Sunan Abi Dawood, Dar Al-Fikr, Damascus, chapter on the man taking his right from those who prevented him, vol.
- 15) Al-Tirmidhi, Abu Issa al-Tirmidhi, (209 AH), Sunan al-Tirmidhi, investigated by Bashir Awwad, Dar al-Gharb al-Islami, Beirut, 1998 AD, the chapter on what was stated that the nakedness is performed, vol. 3 pg. 266.
- 16) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, pg. 166.
- 17) Surat An-Nisa, Verse 58.
- 18) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahouti, Kashaf Al-Qinaa on the Board of Persuasion, Vol. 4, p. 166.
- 19) Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Part 4, pp. 166-167.
- 20) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126.
- 21) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, p. 126. Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 167.
- 22) Al-Bahooti, Scouts of the Mask on the Board of Persuasion, Vol. 4, p. 167.
- 23) Muslim, Muslim bin Al-Hajjaj, Sahih Muslim, Dar Al-Jeel, Beirut, chapter on the merit of gathering over reciting the Qur'an, vol. 8, p. 71, Hadith No. 7028.
- 24) Al-Sherbiny, Mughni Al-Muhtaj, Vol. 4, pg. 126.
- 25) Abu Bakr bin Masoud bin Ahmed al-Kasani al-Hanafi (died: 587 AH), Badaa' al-Sana'i, 2nd edition, Dar al-Kutub al-Ilmiyya, (1406 AH - 1986 AD) part 6, pg. Oman (1429 AH - 2008 AD), vol. 2, p. 778. Wahba Al-Zuhaili, The Theory of Guarantee, Comparative Study, 9th Edition, Dar Al-Fikr Damascus (1433 A.H. - 2012 A.D.), p. 210.
- 26) Surat An-Nisa, Verse 58.
- 27) Previously mentioned, margin 15.
- 28) Al-Bukhari Muhammad Ibn Ismail (d. 256 AH) Sahih Al-Bukhari, Dar Al-Shaab, Cairo, I 1, 1987 AD, chapter on brokerage, vol. 3, p. 120, Hadith No. 2273, and Al-Bukhari narrated it as a commentator. Al-Albani said, in Al-Silsilah As-Sahihah, Hadith No. 2915 C6/414, an authentic hadith with the sum of its paths.
- 29) Abu Bakr bin Masoud bin Ahmad al-Kasani al-Hanafi (died 587 AH), Badaa' al-Sana'i, 2nd Edition, Dar al-Kutub al-Ilmiyya, (1406 AH - 1986 AD), vol. 6, pp. 210-211.
- 30) Ali bin Omar bin Ahmed bin Mahdi bin Masoud bin Al-Numan bin Dinar Al-Baghdadi Sunan Al-Daraqutni, investigation by Shuaib Al-Arnaout and others, 1st Edition, Al-Resala Foundation, Beirut - Lebanon, (1424 AH - 2004 AD), vol. 3, p. 456, Hadith No. 2961, Al-Dar Qatni said about him: In it

- Amr and his servants are weak, and it is narrated on the authority of Shureh without a chain of transmission.
- 31) Al-Kasani, Badaa' Al-Sana'i, Vol. 6, pg. 211, Muhammad bin Muhammad bin Abdul Rahman Al-Tarabulsi Al-Maghribi, known as Al-Hattab Al-Ra'ini Al-Maliki (deceased: 954 AH), Talents of the Jalil Brief Explanation of Al-Khalil, 3rd Edition, Dar Al-Fikr (1412 AH – 1992 AD), Part 5, p. 251, Al-Khatib Al-Sherbiny, Mughni al-Muhtaj, vol. 3, p. 88, Ibn Qudamah, al-Mughni, vol. 6/401
 - 32) Ali bin Abi Bakr bin Abdul Jalil Al-Qarghani Al-Mirginani (died: 593 AH), Al-Hidaya Explaining the Beginning of Al-Mubtadi, achieved by Talal Youssef, Arab Heritage Revival House, Beirut, vol.3, pp. 215-216.
 - 33) The previous source, the same pages, al-Kasani, Badaa' al-Sana'i, vol. 6, pp. 211-213.
 - 34) Surah An-Nisa, Verse 58
 - 35) Previously mentioned, footnote.(14)
 - 36) Previously mentioned, footnote.(15)
 - 37) Al-Kasani, Badaa' Al-Sana'i, vol. 6, p. 208, Ibn Abidin Muhammad Alaa al-Din, Ibn Abdeen's footnote, Dar al-Fikr, Beirut, 2000 AD, vol. 4/516.
 - 38) Ibn Juzi', Fiqh Laws, p. 374
 - 39) Al-Ramli Shams Al-Din, Nihat Al-Muhtaj, Vol. 19, pg. 490
 - 40) Al-Bahooti, Volume 2, pp. 269-272
 - 41) Ibn Rajab, Al-Qawa'id, p. 217, Al-Sarkhasi Shams Al-Din, Al-Mabsout, Dar Al-Fikr, Beirut, 1st edition 2000 AD.
 - 42) Ibn al-Hamam Kamal al-Din, Fath al-Qadir, Dar al-Fikr, Beirut, 7/91, al-Sarakhsi, al-Mabsout, vol. 11/125/132.
 - 43) Al-Kasani, Badaa' Al-Sana'i, Vol. 6, p. 210, Ibn Juzi', Fiqh Laws, p. 374, Zakaria al-Ansari, Tuhfat al-Talib, p. 167, Ghayat al-Muntaha, vol. 2, p. 269-272.
 - 44) Ibn Abidin, Hashiyah bin Abidin, vol. 4, p. 519, Ayath al-Din bin Ghanem (d. 1030 AH), the Guarantees Complex, investigated by Ali Gomaa and Muhammad Ahmed Siraj, p. 83
 - 45) The two previous sources, same pages.
 - 46) Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Part 3, Pg. 89, Al-Shirazi Ibrahim Bin Ali, Al-Muhadhd, Vol. 1, Pg. 361, Al-Desouki Muhammad Bin Ahmed (d. 1230 AH), Hashiyah Al-Desouki, Part 3, p. 420, Ibn Qudamah Abdullah Bin Ahmad, Al-Mughni, Dar Al-Fikr Beirut, 1, 1405 AH. , c 7 pg 284
 - 47) Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Volume 3, Pg. 89
 - 48) Ibn Qudamah, Al-Mughni, Vol. 7, p. 281, Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Vol. 3, p. 89
 - 49) Al-Sarkhasi, Al-Mabsout, vol. 11 p. 121, Ibn al-Hamam Fath al-Qadir, vol. 7, p. 97, al-Desouki's footnote, vol. 3, p. 423, al-Sharqawi's footnote, vol.2 p.99
 - 50) Al-Sarakhsi, Al-Mabsout, vol. 11 p. 121
 - 51) Al-Desouki, Hashiyat Al-Desouki, vol. 3 s 324, Ibn Juzi', Fiqh Laws, p. 374
 - 52) Al-Khatib Al-Sherbiny, Mughni Al-Muhtaj, Volume 3, Pg. 84
 - 53) Ibn Qudamah, Al-Mughni, Vol. 6, pg. 387
 - 54) Surah An-Nisa, Verse 58

- 55) Previously mentioned, margin(14)
- 56) Previously mentioned, margin(15)
- 57) Ali bin Abi Bakr Al-Mirginani, Al-Hidaya Sharh the Beginning of Al-Mubtadi, House of Revival of Arab Heritage, Beirut, vol. 3, pp. 215-216, al-Sarakhsi, al-Mabsout, vol. 11, p. 110, al-Kasani, Badaa' al-Sana'i, vol. 6, p. 213.
- 58) Ibn Abdeen, Hashiyat Ibn Abdeen, vol. 4, p. 521
- 59) Ghiath al-Din bin Ghanem, Complex of Guarantees, p. 69
- 60) Ibn Rushd, Beginning of the Mujtahid, Vol. 2, p. 307
- 61) Al-Khatib Al-Sherbiny, Mughni Al-Muhtaaaj, Vol. 3, p. 82, Al-Karmi, Ghayat Al-Muntaha, Vol. 2, p. 269
- 62) Farraj, Mustafa Mahmoud, Jordanian Civil Law, No. (43) for the year 1976 AD, 1st floor, House of Culture, Amman.
- 63) Al-Bukhari, Muhammad bin Ismail, Sahih Al-Bukhari, investigated by Muhammad Zuhair, I 1, Dar Touq Al-Najat, (1422 AH), vol. 3, p. 71, Hadith No. 2155.

References

- Abu Fares, Dr. Muhammad Abd al-Qadir Abu Faris, Al-Mabsoot fi Muamalat, 1st Edition, Dar Al-Furqan Amman, 2008.
- Al-Bahooti, Mansour bin Younis bin Salah al-Din, (d. 1051 AH) Kashshaf al-Qinaa on the text of persuasion, Dar al-Kutub al-Ilmiyya, Beirut.
- Al-Bukhari, Muhammad bin Ismail, Sahih Al-Bukhari, investigated by Muhammad Zuhair Al-Nasir, I 1, Dar Touq Al-Najat, 1422 AH.
- Al-Dar Qatni, Ali bin Omar bin Ahmed, Al-Daraqutni, (died 385 AH)
- Al-Desouki, Ahmed Al-Dardir Muhammad Arafa Al-Desouki, Al-Desouki's footnote on the great explanation, Issa Al-Babi Al-Halabi Press, Egypt.
- Al-Hattab, Muhammad ibn Muhammad ibn Abd al-Rahman, known as al-Hattab al-Ra'ini (954 AH), Talents of the Galilee, a brief explanation of Khalil, 3rd edition, Dar Al-Fikr, 1993.
- Al-Karmi, Maree bin Yusuf (d. 1033 AH), the ultimate goal in combining persuasion and the ultimate, achieved by Muhammad Zuhair Al-Shawish, edition of the Eid Foundation in Riyadh, 2nd ed.
- Al-Kasani, Abu Bakr bin Masoud bin Ahmed Al-Kasani Al-Hanafi (d. 587 A.H.) Badaa' Al-Sana'i, 2nd Edition, Dar Al-Kutub Al-Ilmiyya, 1986.
- Al-Khatib Al-Sherbiny, Muhammad bin Ahmed Al-Khatib Al-Sherbiny Al-Shafi'i, (d. 977 AH), Mughni Al-Muhtaaaj, 1st Edition, Dar Al-Kutub Al-Ilmiyya, Damascus 1994.
- Al-Mirginani, Ali bin Abi Bakr bin Abdul-Jalil Al-Mirginani, (d. 593 AH) Al-Hedaya Explanation of the Beginning of Al-Mubtadi, achieved by Talal Youssef, Arab Heritage Revival House, Beirut.
- Al-Sarkhasi, Shams Al-Din, Al-Mabsout, Dar Al-Maarifa, Beirut, Zakaria Al-Ansari, Zakaria bin Muhammad Al-Ansari, Tuhfat Al-Talib explaining the text of the liberation of Tafteh Al-Labbab in the jurisprudence of Imam Al-Shafi'i, investigated by Salah Awaida.

- Al-Tirmidhi, Muhammad bin Issa Al-Tirmidhi, Sunan Al-Tirmidhi, verified by Ahmed Shaker, 2nd edition, Mustafa Al-Babi Library, Egypt, 1975.
- Ghiath al-Din, Abu Muhammad bin Ghanem bin Muhammad al-Baghdadi, The Compound of Guarantees in the Doctrine of the Greatest Imam Abu Hanifa al-Nu'man, investigated by Prof. Muhammad Ahmed Siraj and Prof. Ali Gomaa, Dar al-Salaam for printing, Egypt.
- Ibn Abdeen, Muhammad Amin Ibn Omar Abdeen, a footnote to Ibn Abdeen, investigated by Adel Abd al-Mawgod and Ali Muhammad Moawad, Dar Alam Al-Kutub, Riyadh, 2003 edition.
- Ibn Abi Shaybah, Abdullah bin Muhammad bin Ibrahim bin Othman Al-Issa, (d. 235 AH), compiled in hadiths and antiquities, investigated by Kamal Youssef Al-Hout, Al-Rushd Library, Riyadh, 1, 1409 AH.
- Ibn Manzoor, Muhammad bin Makram, (d. 711 AH) Lisan Al Arab, 3rd Edition, Dar Sader, Beirut, (1414 AH).
- Ibn Qudamah, Abdullah bin Muhammad bin Qudamah Al-Maqdisi, (d. 620 AH) Al-Mughni, I Cairo 1984.
- Ibn Rajab al-Hanbali, Abd al-Rahman Ahmad Ibn Rajab, (d. 795 AH) Reporting the Rules and Editing the Benefits, Investigated by Mashhour bin Hassan Al Salman, Dar Ibn al-Qayyim, Dar Ibn Affan.
- Ibn Rushd, Muhammad bin Ahmed bin Muhammad bin Rushd Al-Andalusi, (d. 595 AH) The Beginning of the Mujtahid and the End of the Economical, investigated by Hammad Ahmed Zaki, Dar al-Kutub al-Ilmiyya, Beirut, 1993.
- Kamal Al-Din Bin Al-Hamam Al-Hanafi, Explanation of Fath Al-Qadeer, Explanation of the Book of Hedayah, I, Saudi Endowments.
- Muhammad bin Ahmed bin Molease Al-Gharnati, Jurisprudence Laws, Endowment Library, Internet.
- Mustafa Mahmoud Farraj, Jordanian Civil Law, No. (43) for the year 1976 AD, 1st floor, House of Culture Amman.
- Sunan Al-Daraqutni, investigated by Shuaib Al-Arnaout and others, 1st edition, Al-Resala Foundation, Beirut, 2004.