

The Jurisdictional/Islamic Ruling on an International Maritime Sale under CIF Terms and Its Effect on the Sale of Imported Goods before Their Arrival at the Port of Destination

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Abstract

This study aims to determine the Islamic ruling on an international maritime sale under CIF (Cost, Insurance and Freight) terms. In this context, CIF refers to a sale in which the exporting seller delivers the goods onto the ship at the port of shipment and bears the insurance and transport costs until the goods reach the agreed port of destination. The study also examines the impact of this arrangement on the importer's subsequent sale of the goods before they arrive at the agreed port.

To this end, the study employs scientific research methods, including descriptive, analytical, inductive and deductive approaches, to address the relevant details. One of the study's key findings is that the permissibility of selling the goods by the importer when they are shipped before reaching the port of destination depends on whether the importer has had the opportunity to see the goods fully or partially before they are sold, or if they are sold based on description. The study also concludes that prompt payment by the buyer is permissible, whether the sale is binding or an option sale.

Keywords: Islamic ruling, international maritime sale, CIF terms, sale, imported goods, port of destination.

Introduction

The International Chamber of Commerce (ICC) has established a set of international commercial terms that define the conditions governing international sales. These terms are widely used and applied in transactions between traders. These terms are known as International Commercial Terms (Incoterms). They regulate the rights and obligations of exporters and importers with regard to the delivery of goods, the allocation of import and export operation costs, and the distribution of risk between the two parties. Marine international sales terms are particularly common in foreign trade due to the advantages they offer and the way they facilitate and expand commercial exchanges. One of the most widely used terms among traders is the CIF (Cost, Insurance and Freight) term, meaning that the cost of the imported goods, their insurance and their shipment until arrival at the port of destination are borne by the selling exporter.

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Since imported goods transported by sea take longer to reach the importer, demand for them in the domestic market increases. Accordingly, some importers sell the goods before receiving them from the port of destination in order to benefit from price fluctuations and obtain liquidity quickly. As people's transactions are bound by Islamic Sharia rulings on what is permissible and prohibited, it is necessary to clarify the Islamic ruling on these types of sales carried out by importers.

Problem statement of the study

The problem of the study is reflected in the following question: What is the Islamic ruling on an international maritime sale under CIF terms, and what impact does this have on the ruling concerning the sale of imported goods by the importer before they arrive at the port of destination?

Objectives of the study

This study aims to achieve the following objectives:

- To clarify the true nature of an international maritime sale under CIF terms.
- To explain the fiqh (jurisprudential) characterisation and Islamic ruling of an international maritime sale under CIF terms.
- Highlight the impact of the ruling on the sale of imported goods by the importer before they arrive at the port of destination.

Previous studies

Most prior studies related to international maritime sales under CIF terms have focused on legal and commercial aspects. However, to the best of the researcher's knowledge, the only study that specifically addresses this subject from a Sharia perspective is the following:

A peer-reviewed scholarly article by Abdullah Rashad Hussein and Mohammad Awad Al-Sukkar, titled "CIF Sales Contract and Its Provisions in Islamic Jurisprudence: A Comparative Fiqh Study", published in the Islamic University Journal for Sharia and Legal Studies, Issue 29, Volume/Edition 2, corresponding to 1443 AH – 2021 CE. In this article, the authors discuss the reality of a CIF international maritime sale in terms of its concept, origin and characteristics. They also addressed the obligations of the exporter-seller and the importer-buyer, presented the fiqh characterisation of the contract and reviewed jurists' views on the matter, including their preferences regarding the characterisation of the CIF sale. The article also examined the Islamic ruling based on the buyer's 'possession' of the goods' documents (i.e. documentary control). Finally, the authors discussed the characterisation and ruling of documentary credit (letters of credit) and insurance for the goods, both of which are included in a CIF maritime sale.

In contrast, the present study differs from the previous one in that it provides a more detailed explanation of the fiqh characterisation and Islamic ruling of an international maritime sale under CIF terms. It also considers whether the goods are present with the exporter-seller or not. It also examines the impact of this on the sale of imported goods by the importer and on the requirement for the buyer to pay the price promptly before taking possession of the goods' documents.

Scope of the study

The study is limited to clarifying the reality of an international maritime sale under CIF terms, including its definition and the characteristics that distinguish it from other types of international maritime sale. It also explains its fiqh (jurisprudential) characterisation and Islamic ruling, without addressing differences among jurists regarding related fiqh issues.

The study also examines the effect of an international maritime sale under CIF terms on the sale of goods by the importer before the goods reach the port of destination, and before the importer takes possession of the documents for the goods.

Methodology of the study

The researcher used a descriptive approach to explain the reality of an international maritime sale under CIF terms, including its definition and the characteristics that distinguish it from other international maritime sales. The researcher also used analytical, deductive and inductive approaches to characterise and determine the ruling of the CIF international maritime sale, as well as its impact on selling imported goods before they reach the port of destination and before the importer takes possession of the documents. This includes the requirement for the buyer to pay the price promptly.

Structure of the study

To address the research problem, the study is structured as follows:

First requirement: the reality of an international maritime sale under CIF terms.

Second requirement: the fiqh characterisation and Islamic ruling of an international maritime sale under CIF terms.

Third requirement: the effect of the Islamic ruling on the sale of imported goods by the importer in an international maritime sale under CIF terms.

First requirement: The reality of an international maritime sale under CIF terms

This requirement is addressed through the following sub-sections:

First sub-section: Definition of an international maritime sale under CIF terms

First: Definition of an international maritime sale

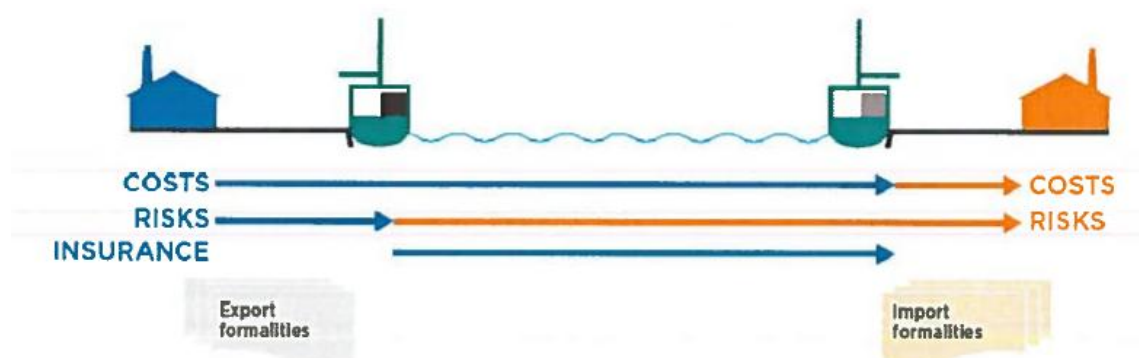
An international maritime sale is defined as follows: a contract for the sale of movable goods requiring maritime transport, with an international character that imposes special obligations on the parties for the contract to take effect².

Second: Definition of CIF Terms (CIF)

CIF (Cost, Insurance and Freight) is an abbreviation of the English term ‘Cost, Insurance and Freight’, meaning the cost of the imported goods, their insurance, and their shipment until arrival at the agreed port of destination³.

Third: Definition of an International Maritime Sale under CIF Terms

An international maritime sale under CIF terms is a sale in which the exporting seller delivers the goods to the vessel at the port of shipment and bears the insurance and transport expenses until the goods reach the agreed port of destination⁴.



Second sub-section: Characteristics of an International Maritime Sale under CIF Terms

²- See: Ilyas Nasif, Encyclopedia of Civil and Commercial Contracts, p. 6; Abdullah ibn Abd al-Rahman al-Turayqi, Maritime Sales: A Comparative Study, p. 66.

³- Incoterms 2020: Rules for the Use of Domestic and International Trade Terms, International Chamber of Commerce (ICC), p. 97.

⁴- Incoterms 2020: Rules for the Use of Domestic and International Trade Terms, International Chamber of Commerce (ICC), pp. 97–104.

An international maritime sale under CIF terms can be distinguished from other international maritime sales by the following characteristics:⁵

- The exporting seller bears all risks of loss or damage to the goods until they are delivered.
- The exporting seller also bears all costs necessary to deliver the goods, including packaging, marking, preparing, filling, packing, inspecting quality, measuring, weighing, counting and loading onto the vessel.
- Delivery by the exporting seller to the importing buyer occurs by placing the goods on board the shipping vessel.
- The buyer bears all risks of loss or damage to the goods from the time the seller delivers them on board the shipping vessel.
- The exporting seller must insure the goods with reputable reinsurance companies or an insurance company of good standing from the point of delivery to the port of destination. The insurance policy must cover at least the contract price plus 10%, i.e. 110%. The insurance must be in the currency of the contract and allow the importing buyer, or anyone with an insurable interest in the goods, to make a direct claim against the insurance company.
- The exporting seller must contract for or obtain the contract of carriage for the goods from the point of delivery to the port of destination at their own expense.
- The exporting seller must provide and deliver to the importing buyer the transport document covering the contracted goods at their own expense. This should enable the buyer to take delivery of the goods from the shipping company at the port of destination or transfer ownership to another buyer.

Second Requirement: Fiqh characterisation and the Islamic ruling on an international maritime sale under CIF terms

First sub-section: Fiqh characterisation of an international maritime sale under CIF terms

The fiqh characterisation of an international maritime sale under CIF terms differs according to whether the goods are present with the exporting seller at the time of the contract, or absent, as follows:

First: The Case of the Absence of the Goods with the Exporting Seller

In this case, the goods that are the subject of the sale are specified as being described in the exporting seller's liability/obligation (i.e., as a debt** in which the seller has an obligation to deliver later). In most cases, the importing buyer does not require the specific workmanship of the exporting seller.

Accordingly, an international maritime sale under CIF terms, based on the above characteristics, is characterised as a composite contract comprising the following:

1. A salam contract for the sale of specified goods between the exporting seller and the importing buyer.
2. A contract of agency/authorisation between the importing buyer and the shipping company, authorising the latter to take delivery of the goods from the exporting seller.
3. An insurance contract for the imported goods until their arrival at the port of destination, between the exporting seller and the insurance company.
4. A contract for the carriage of the imported goods between the exporting seller and the shipping company.
5. Ancillary/embedded terms consisting of:
 - delivery of the goods by the exporting seller to the importing buyer on board the shipping vessel
 - bearing the cost of transporting the goods to the port of destination
 - payment of the goods' price (the salam capital) by the importing buyer through a letter of credit (documentary credit).

⁵- Incoterms 2020: Rules for the Use of Domestic and International Trade Terms, International Chamber of Commerce (ICC), pp. 99–104.

Secondly, in the case where the goods are present with the exporting seller, the goods that are the subject of the sale are specified/identified. This is either because the importing buyer has already seen them in whole or in part (particularly for fungible goods — homogeneous items that can be substituted for one another) or because the buyer has not seen them at all.

Based on this, the international maritime sale under CIF terms in this situation is characterised in two ways, as follows:

1) The first aspect of characterising an international maritime sale under CIF terms (when the goods are present)

If the importing buyer has had the opportunity to see the goods — or some of them — then the CIF international maritime sale is characterised as a composite contract consisting of:

- a sale of goods that were not present at the time of contracting, based on a prior viewing of the goods (or part of them) between the importing buyer and the exporting seller.
- A contract of agency/authorisation between the importing buyer and the shipping company regarding the latter taking delivery of the goods from the exporting seller.
- an insurance contract between the exporting seller and the insurance company;
- A contract of carriage (transport hire/lease) between the exporting seller and the shipping company.

Embedded conditions include delivery of the goods by the exporting seller onto the shipping vessel, payment of the transport costs to the port of destination and payment of the price through a letter of credit (documentary credit).

2) Second aspect of characterising an international maritime sale under CIF terms (when the goods are present)

If the importing buyer has not had the opportunity to see the goods, then the CIF international maritime sale is characterised as a composite contract consisting of:

- a sale of goods absent from the contract session, sold by description.
- a contract of agency/authorisation between the importing buyer and the shipping company, authorising the latter to take delivery of the goods from the exporting seller.
- an insurance contract between the exporting seller and the insurance company;
- A contract of carriage (transport hire/lease) between the exporting seller and the shipping company.

Embedded conditions include the following:

- The exporting seller delivering the goods to the shipping vessel
- The exporting seller being responsible for transporting the goods to the port of destination
- The importing buyer paying the price via a letter of credit

Second section: The Shari'a Ruling on International Maritime Sale under a CIF (Cost, Insurance and Freight) Clause

The Shari'a ruling on an international maritime sale under a CIF clause depends on the legal classification of the commodity, which is determined by whether it is available with the importing exporter.

First: Shari'a ruling for the first scenario

To determine the Shari'a ruling on an international maritime sale under a CIF clause when the commodity is not available with the exporting seller — that is, when the commodity is described as being under his liability (i.e. not in his possession) — it is necessary to state the ruling on each component contract separately: (1) the salam contract, (2) agency, (3) insurance, and (4) the hire contract; as well as the conditions relating to (5) delivery of the sold commodity on board the vessel, (6) transport to the port of destination, and (7) payment of the price through a documentary credit (letter of credit). The ruling is then stated for these matters taken together in this integrated form.

1. The Shari'a ruling on the salam contract

Jurists define salam as follows: ‘a sale of something described in the seller’s liability in exchange for a deferred term, for a price paid immediately by the buyer’⁶.

It is one of the lawful named contracts in Islamic law, established by the Qur’an, the Sunnah and consensus. Thus:

From the Qur’an, Allah (Exalted is He) says: “O you who believe, when you contract a debt for a specified term, write it down...” [Al-Baqarah: 282].

Ibn ‘Abbas (may Allah be pleased with him) said: ‘I bear witness that salam — guaranteed/assured for a specified term — has been made permissible by Allah in the Book, and has been permitted’⁷. Then he recited this verse.

From the Sunnah: From Ibn ‘Abbas (may Allah be pleased with him), who said that the Prophet (peace be upon him) came to Medina while people were practising salam for dates for two or three years. He said: ‘Whoever sells in salam for something, then let it be for a known measure, weight and term’⁸.

From consensus): the Islamic Ummah has agreed on the permissibility of salam, and this consensus has been reported by Ibn al-Mundhir⁹.

The ruling on the salam contract contained within an international maritime sale under a CIF clause depends on how closely it adheres to the Shari’a conditions relating to its pillars (arkan). Thus, the salam contract must be expressed in writing, as reflected in either the commercial contract executed between the exporting seller and the importing buyer, or the purchase invoice bearing the importing buyer’s annotation of acceptance. Jurists have permitted this written form of contracting¹⁰.

This is because salam is among the financial contracts that fall under customary practices governed by established norms (urf). Therefore, whatever custom considers an indication of the contracting parties’ mutual consent is recognised as valid in Shari’a, and the offer and acceptance are deemed valid according to international commercial practice.

As for the commodity subject to salam (‘the sold item/muslam fih’), it is described in the invoice and its type, kind and quantity are clarified. This corresponds to what the jurists explicitly stipulated as a condition for the subject matter of salam: that it must be known with respect to its category, description, and amount—so as to prevent uncertainty that leads to dispute and thereby obstructs delivery and taking possession¹¹. This is in line with the Prophet’s statement: ‘Whoever sells in salam must do so with a known measure, weight and term’¹².

As for the price of the commodity, which is the capital of salam, it is stated in the purchase invoice in a manner consistent with what the jurists stipulated regarding its categorisation, description and amount¹³. Thus, its category is currency (i.e. money), its description is most often the United States dollar, and its amount is specified in the purchase invoice. The method of payment is documentary credit (letter of credit). Considering the practicalities of this method, it becomes clear that the salam price is only paid once the receiving party has obtained the documents of the documentary credit, a process that can take two to three

⁶- See: Muhammad Najib al-Muti’i, *The Comprehensive Commentary on al-Muhadhdhab – Second Supplement*, vol. 13, p. 94; al-Bahuti, *Commentary on Muntaha al-Iradat*, vol. 2, pp. 87–88.

⁷- Al-Hakim recorded it in *Al-Mustadrak on the Two Sahihs*, Book of Quranic Exegesis, Hadith No. 3130, vol. 2, p. 314.

⁸- Al-Bukhari recorded it in his *Sahih*, Book of Forward Sales, Chapter: Forward Sale with a Specified Weight, Hadith No. 2240, vol. 3, p. 85.

⁹- See: Ibn al-Mundhir, *The Scholarly Consensus on the Positions of the Jurists*, vol. 6, p. 104.

¹⁰- See: al-Dardir, *The Minor Commentary on Aqrab al-Masalik According to the Maliki School*, vol. 3, p. 14; al-Nawawi, *The Comprehensive Commentary on al-Muhadhdhab*, vol. 9, p. 167.

¹¹- See: al-Sarakhsi, *The Expansive Work*, vol. 12, p. 124; Ibn Juzayy, *The Jurisprudential Laws*, pp. 450–451; al-Mawardi, *Persuasive Evidence in Shafi’i Jurisprudence*, p. 98.

¹²- Al-Bukhari recorded it in his *Sahih*, Book of Sales, Chapter: Forward Sale with a Specified Weight, Hadith No. 2240, vol. 3, p. 85.

¹³- See: al-Sarakhsi, *The Expansive Work*, vol. 12, p. 124; Ibn Juzayy, *The Jurisprudential Laws*, pp. 450–451; al-Mawardi, *Persuasive Evidence in Shafi’i Jurisprudence*, p. 98.

months. Accordingly, the condition of delivering the salam capital at the time of the contract is violated, where the basic principle is the saying: “So let him pay now” (i.e. “falyuslif”), meaning: ‘Let him give something for something before they part.’

If payment is delayed, it ceases to be salam and becomes a sale of debt for debt (bay‘ al-dayn bi-dayn)¹⁴.

On that basis, the resolution of the International Islamic Fiqh Academy (No. 107 (1/12)) states:

‘If the subject of the supply contract is a commodity that does not require manufacturing and is described as being in liability (i.e. not present), with an obligation to deliver it within a specified timeframe, this can be done in one of two ways:

(a) If the importer pays the full price at the time of the contract, the contract is subject to the salam ruling and is permissible under the Shari‘a conditions set out in Council Resolution No. 85 (2/9).

(b) If the importer does not pay the full price at the time of the contract, this is not permissible because it is based on a binding promise between the two parties. The Council has issued Resolutions Nos. 40 and 41, which state that a binding promise resembles the contract itself. Therefore, the sale becomes a sale of deferred debt for deferred debt (kalā’ bi-kalā’). However, if the promise is not binding on either or both parties, it is permissible provided the sale is carried out by a new contract or delivery¹⁵. As for the term and place of delivery of the salam commodity as stated in the purchase invoice, these are likewise consistent with what the jurists required: knowledge of both. The salam commodity must be deferred to a known term due to the statement of the Messenger of Allah:

‘Whoever sells in salam must do so for a known measure, weight and term¹⁶.’

Similarly, the place of delivery of the commodity — i.e. the salam capital — must also be known, particularly when transporting it incurs expenses, in order to eliminate disputes¹⁷.

From the foregoing, it is clear that the salam contract included in an international maritime sale under a CIF clause is defective (fasid) due to the violation of the prompt payment condition for the commodity’s price at the time of contracting. Furthermore, as the salam contract constitutes the origin of the composite contractual structure of an international maritime sale under a CIF clause, its invalidity necessarily entails the invalidity of the entire composite contract. Therefore, in this first mode of characterisation, there is no need to state the Shari‘a ruling for the remaining components of the maritime sale under a CIF clause.

Secondly, the Shari‘a ruling for the second scenario of an international maritime sale under a CIF clause is applicable when the commodity is available with the exporting seller. It has been stated that there are two modes of characterisation depending on whether the importing buyer has a prior expectation regarding the commodity or some of it. The Shari‘a ruling for this scenario depends on how closely each mode of characterisation aligns with the relevant Shari‘a rulings. This is set out as follows:

1. The Shari‘a Ruling for the First Mode of Characterization

The Shari‘a ruling for an international maritime sale under a CIF clause in the first mode—when the commodity is present with the exporting seller—depends on the Shari‘a ruling of the contracts and conditions included both individually and collectively. This is as follows:

1.1 The Shari‘a ruling on the sale of an absent commodity based on prior sight

¹⁴- See: al-Shafi‘i, *The Mother*, vol. 3, p. 95; Ibn Qudamah, *The Sufficient Book on the Jurisprudence of Imam Ahmad*, vol. 2, p. 66; Ibn Hazm, *The Adorned Book of Traditions*, vol. 8, p. 46.

¹⁵- See: International Islamic Fiqh Academy, Resolution No. 107 (1/12), concerning Supply Contracts and Tenders, retrieved on August 5, 2026, at 22:10, from: <https://iifa-aifi.org/ar/2053.html>

¹⁶- Al-Bukhari recorded it in his *Sahih*, Book of Sales, Chapter: Forward Sale with a Specified Weight, Hadith No. 2240, vol. 3, p. 85.

¹⁷- See: al-Kasani, *The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws*, vol. 5, p. 213; al-Shirazi, *The Jurisprudential Manual According to Imam al-Shafi‘i*, vol. 2, p. 77.

Jurists have permitted the sale of an absent commodity based on prior sight, whether the sighting concerned the commodity in its entirety or only part of it, provided that the remainder is indicated because it is of the same kind. However, this is permitted provided that the interval between the prior sight does not be so long that, under normal circumstances, the commodity would change¹⁸.

This permissibility is based on the presumption of the prior sight, which confirms the commodity's known characteristics and removes uncertainty so long as it remains unchanged.

1.2 The Shari'a Ruling on the Condition of Delivering the Commodity Aboard the Vessel

Since a commodity sold under the condition of delivery on the deck of the vessel is fungible — that is, a homogeneous item in which one item is interchangeable with another — and is sold in the absence of the buyer on the basis of prior sight, the guarantee remains with the seller until the buyer takes possession. This is because the guarantee relates to providing the commodity by measurement (by measure, weight, length or count)¹⁹.

According to the Malikis, it is the buyer's responsibility to obtain the absent commodity and bring it forth, not the seller's. Therefore, if the buyer stipulates this to the seller while the seller remains liable to guarantee it, the sale is corrupted because, when the buyer requires the seller to deliver it, the seller becomes the buyer's agent.

Thus, the guarantee falls away. Therefore, a condition requiring the seller to provide a guarantee necessitates corruption²⁰.

Accordingly, under this extractive reasoning based on the Maliki view, a condition obligating the exporting seller to deliver the commodity aboard the cargo vessel would render the contract defective and corrupt. However, upon close examination, it is not established in the Shari'a that the duty to bring the absent commodity lies specifically with the buyer and not the seller. Therefore, the general rule remains that conditions are originally valid and permissible, including the benefit to the importing buyer. There is no Shari'a prohibition on removing the guarantee from the exporting seller on the basis that he is acting as the importing buyer's agent, since the guarantee remains with the exporting seller until he delivers the commodity aboard the cargo ship — which is explicitly stated in the seller's obligations under the rules governing international maritime sales.

1.3 The Shari'a Ruling on the Importing Buyer's Appointing a Shipping Company to Receive the Commodity

The basic rule regarding agency —which is defined as: delegation of authority to someone capable of acting in place of another—is that it is a contract of permissibility involving delegated action that the party granting authority may validly delegate to an equivalent party, subject to the requirements of Shari'a²¹.

Agency is therefore one of the permitted contracts, and its legitimacy is indicated by the hadith of 'Urwah al-Bariqi. The hadith narrates that the Prophet (peace be upon him) gave 'Urwah al-Bāriqī a dinar to purchase a sheep on his behalf. 'Urwah purchased two sheep, then sold one for a dinar and returned with a dinar and a sheep. The Prophet then blessed the transaction and said that even if 'Urwah had purchased dust, he would have profited from it²².

¹⁸- See: al-Dardir, *The Major Commentary*, vol. 3, p. 24; al-Mawardi, *The Comprehensive Compendium*, vol. 5, pp. 25–26; Ibn Qudamah, *The Sufficient Book on the Jurisprudence of Imam Ahmad*, vol. 2, p. 9.

¹⁹- See: 'Alish, *The Generous Gift: A Commentary on Mukhtasar Khalil*, vol. 5, p. 158; al-Bahuti, *The Revealer of the Veil from the Text of al-Iqna'*, vol. 3, p. 242.

²⁰- See: al-Zurqani, *al-Zurqani's Commentary on Mukhtasar Khalil*, vol. 5, p. 73.

²¹- See: Ibn Hajar al-Haytami, *The Gift of the Needy in the Commentary on the Minhaj*, vol. 5, p. 294; al-Bahuti, *The Fertile Meadow: A Commentary on Zad al-Mustaqni'*, p. 392.

²²- Al-Bukhari recorded it in his *Sahih*, *Book of Virtues*, Hadith No. 3642, vol. 4, p. 207.

The hadith implies the permissibility of agency in matters where the principal has the authority to act himself, meaning he may delegate such actions to another.

As for consensus, the Ummah has agreed on the general permissibility of agency. This is because there is a practical need for it; not everyone can do everything they need to do personally, so the need for agency is legitimate²³.

The validity of the importing buyer appointing a shipping company as their agent to receive the commodity from the exporting seller depends on whether this conforms to the Shari'a conditions for agency. In this case, the subject matter of the agency — receiving the commodity from the exporting seller — is clear. The importing buyer (as principal) owns the right to the commodity and is therefore able to delegate this right. Furthermore, it is customary for shipping companies to act in this way in accordance with international trade practices.

Thus, it is clear that the importing buyer's appointment of the shipping company to receive the commodity from the exporting seller is valid.

1.4 Shari'a ruling on insurance contracts for imported commodities

The insurance used in external/international trade is commercial insurance. It is a contract whereby the insurer (the insurance company) agrees to pay the beneficiary (the importing buyer who stipulated insurance for their own benefit) a sum of money in the event of an accident or the occurrence of a risk specified in the contract.

In return, the exporting seller pays a sum of money in the currency of the sales contract that covers the minimum price stated in the contract plus 10%, i.e. 110%²⁴.

The basic rule regarding commercial insurance is that it is not permissible in Shari'a because it is a financial exchange contract involving severe uncertainty (gharar) in the subject matter, which leads to the unlawful consumption of people's wealth.

Accordingly, the Islamic Fiqh Academy, affiliated with the Muslim World League, issued a resolution prohibiting commercial insurance at its first session, held on 10 Sha'ban 1398 AH in Makkah al-Mukarramah²⁵.

Similarly, the International Islamic Fiqh Academy, emanating from the Organisation of the Islamic Conference, issued Resolution No. 9 (9/2) during the second conference session held in Jeddah from 10–16 Rabi' al-Thani 1406 AH (corresponding to 22–28 December 1985), which stated that:

'The commercial insurance contract with a fixed premium used by commercial insurance companies is a contract that contains major gharar, which corrupts the contract; therefore, it is forbidden (haram) in Shari'a²⁶.'

This ruling has been adopted by the Accounting and Auditing Organisation for Islamic Financial Institutions (AAOIFI)²⁷.

However, if commercial insurance is required for international maritime sales under a CIF clause or otherwise, and there is no alternative to Islamic (Takaful) insurance, then it is permissible to the extent of

²³- See: al-Sarakhsi, *The Expansive Work*, vol. 2, p. 19; al-Mazari, *Commentary on al-Talqin*, vol. 2, p. 800; Ibn Qudamah, *The Encompassing Book*, vol. 5, p. 63.

²⁴- Incoterms 2020: Rules for the Use of Domestic and International Trade Terms, International Chamber of Commerce (ICC), p. 101.

²⁵- See: Islamic Fiqh Council, *Resolutions of the Islamic Fiqh Council During Its Twenty Sessions (1398–1432 AH / 1977–2010 CE)*, p. 34.

²⁶- International Islamic Fiqh Academy, Resolution No. 9 (9/2), concerning Insurance and Reinsurance, retrieved on October 5, 2022, at 23:17, from: <https://iifa-aifi.org/ar/1596.html>

²⁷- See: Accounting and Auditing Organization for Islamic Financial Institutions, *Shariah Standards*, p. 26.

necessity. This is because one of the conditions for gharar that is effective in causing corruption in financial contracts is that necessity should not drive towards it²⁸.

Returning to the 'normal' rule, the original position is that commercial insurance is forbidden and corrupt. In addition, it is an ancillary contract in international maritime sales under the CIF term, provided it is entered into alongside the contract for the sale of the imported goods on a conditional basis. This is because the obligations customarily stipulated in international maritime sales under the CIF term are treated as conditions by virtue of the principle that what is customary is deemed as though it were expressly stipulated. What is customary is deemed as though it were expressly stipulated. Similarly, the expenses incurred by the seller/supplier (the originating seller) in arranging commercial insurance do not constitute a transfer of the guarantee for the imported goods from the importer-buyer to the originating seller. In reality, the originating seller merely acts as the importer-buyer's agent in arranging the insurance contract on the buyer's behalf, and the expenses paid are included in the total price of the goods on the purchase invoice.

Accordingly, corruption of the commercial insurance contract does not contradict the intended purpose of the sale contract for the goods to be transferred from the buyer's ownership and the transfer of the guarantee to the importer-buyer. It also does not affect the validity of the conditions or pillars of the sales contract through any breach. Therefore, corruption of the commercial insurance contract does not invalidate the international maritime sale under CIF.

1.5 The Shari'a ruling on the stipulation that the seller undertakes to transport the goods to the port of destination.

This is based on the premise that the default rule regarding contractual stipulations is permissibility and validity, and that the guarantee (liability) for the goods has already passed to the importing buyer after they are placed on board the vessel. Accordingly, stipulating that the goods be transported from the port of shipment to the port of destination is a permissible and valid condition. It does not contradict the legal effect of the contract regarding the transfer of liability to the importing buyer. According to some Maliki jurists, on this basis it falls within the category of a lease of labour²⁹ between the originating seller and the importing buyer.

1.6 The Shari'a ruling on the lease contract between the originating seller and the shipping company

Ijarah (lease) is defined as a contract for a lawful, known benefit derived from a specific asset, either described in detail or in terms of the debtor's liability, or a contract for known labour/service rendered in exchange for a known wage for a known period³⁰.

The legitimacy of ijarah is based on a statement in the Qur'an: "If they suckle for you, then give them their compensation..." (Qur'an 65:6).

Thus, this verse indicates that ijarah and receiving wages are permissible.

In the Sunnah, the hadith of Abu Hurayra (may Allah be pleased with him) states that the Prophet (peace and blessings be upon him) said:

²⁸- See: Accounting and Auditing Organization for Islamic Financial Institutions, Shariah Standards, p. 620.

²⁹- See: al-Lakhmi, The Clarification, vol. 9, p. 4467.

³⁰- See: Ibn al-Najjar, The Ultimate of the Desires, vol. 3, p. 64.

‘Allah, the Exalted, said: “Three people are My opponents on the Day of Resurrection: a man who gives Me a pledge, then betrays it; a man who sells a free person, then consumes his price; and a man who hires a worker, then obtains his labour, but does not pay him his wage³¹.”’

The Muslim community has also reached a consensus on the permissibility of *ijarah*, from the time of the Companions until the present day, with no objections³².

With respect to the *ijarah* included in the international maritime sale contract under the CIF term, it is a labour lease for a specified obligation arising from the debtor’s liability between the originating seller (the lessor/hirer) and the shipping company (the lessee/worker). The leased work consists of transporting goods from the port of shipment to the port of destination in exchange for a known wage, which is paid promptly and recorded in the maritime transport invoice.

This *ijarah* is valid because it conforms to the Shari‘a conditions stipulated by jurists for the pillars/requirements of an *ijarah* of labour. Namely, the subject matter (the labour/service) must be:

- lawful (permissible);
- clearly described and quantified;
- capable of being performed by the worker³³.

Similarly, the wage must be specified in terms of its type³⁴, quantity and attributes, and must be paid promptly, either because it is consistent with the customary practice of prompt payment or because it is the consideration for a guaranteed benefit (i.e. a ‘forward settlement’ regarding benefits). In either case, prompt payment is required to avoid the commencement of a debt-for-debt arrangement³⁵.

On combining the *ijarah* contract with the sale contract under CIF

Combining the *ijarah* contract with the sale contract is permissible, based on the principle that the subject matter of *ijarah* is not the same as that of the sale, as established by the Malikis³⁶.

1.7 Shari‘a ruling on paying the price of goods via documentary credit (L/C).

This condition secures payment for imported goods by guaranteeing the importer’s bank (the issuing bank), supported by the originating seller’s bank or the correspondent bank. This condition is permissible and valid, and is required by the contract. It safeguards the rights of both the originating seller and the importing buyer and achieves a mutual interest for both parties.

The originating seller is secured by this condition through the issuing bank’s personal undertaking to pay the seller — without recourse to the importing buyer — provided that the seller presents documents for the goods that match the agreed specifications when the documents are received.

- The importing buyer is secured by this condition through receiving documents that conform to the terms of the credit. This means that they can take possession of the goods when they arrive at the port of destination. In financial terms, the bank’s guarantee is permissible according to Qur’anic texts, including Allah’s statement:

³¹- Al-Bukhari recorded it in his Sahih, Book of Hiring, Chapter: The Sin of One Who Withholds the Wage of a Worker, Hadith No. 2270, vol. 3, p. 90.

³²- See: al-Kasani, *The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws*, vol. 4, p. 174; ‘Abd al-Wahhab ibn Nasr al-Baghdadi, *The Scholarly Survey of Issues of Disagreement*, vol. 2, p. 652.

³³- See: al-Kasani, *The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws*, vol. 4, pp. 184–189; al-Kharashi, *Commentary on Mukhtasar Khalil*, vol. 7, pp. 12–20; al-Shirbini, *The Sufficient Guide for Understanding the Meanings of the Words of the Minhaj*, vol. 3, pp. 445–447; al-Bahuti, *The Fertile Meadow: A Commentary on Zad al-Musta‘ni*, p. 411.

³⁴- See: al-Kasani, *The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws*, vol. 4, p. 193; al-Kharashi, *Commentary on Mukhtasar Khalil*, vol. 7, p. 3; al-Shirbini, *The Sufficient Guide for Understanding the Meanings of the Words of the Minhaj*, vol. 3, p. 444; Ibn Qudamah, *The Sufficient Book on the Jurisprudence of Imam Ahmad*, vol. 2, p. 175.

³⁵- See: al-Kharashi, *Commentary on Mukhtasar Khalil*, vol. 7, p. 3; al-Shirbini, *The Sufficient Guide for Understanding the Meanings of the Minhaj*, vol. 3, p. 443.

³⁶- See: al-Hattab, *The Gifts of the Noble in the Commentary on Mukhtasar Khalil*, vol. 5, p. 396.

‘...and he shall bring a guarantor.’ (Qur’an 12:72).

In this context, “ means ’*ضامن* guarantor’, and the law of those before us is considered part of our law when it has not been abrogated³⁷.

As for the deferment of payment, whereby payment is made after the issuing bank (the importer’s bank) has received the seller’s documents that conform to the terms and conditions of the open credit facility, there is no objection to this. This is based on Maliki reasoning that when an absent commodity is sold on a binding basis, the price does not have to be paid immediately³⁸.

Based on the Shari’a rulings for the first mode of classifying an international maritime sale under CIF, it is clear that when the goods are held by the seller, a structure combining contracts for the sale of an absent asset (based on prior description/vision), agency, insurance and lease is involved, including the following components: (1) delivery of the goods to the vessel, (2) transporting them to the destination port, (3) paying the price via a documentary credit and (4) combining these elements within an integrated system. No Shari’a prohibition results and none of the intended purposes or conditions for validity are violated. Therefore, a CIF maritime sale contract is valid and produces its legal effects.

2. The Shari’a ruling for the second classification mode (CIF) applies when the goods are absent.

The Shari’a ruling for the second mode — i.e. an international maritime sale under CIF in the absence of goods — is concerned with rulings on contracts and conditions, both individually and collectively. These components include:

- the sale of an absent item by description;
- a contract of agency between the importing buyer and the shipping company for receiving the goods from the originating seller;
- a contract of insurance between the seller and the insurer; and
- a lease contract with the shipping company.

The conditions are that:

- 1) The sold goods are delivered on board the vessel;
- 2) they are transported to the port of destination;
- 3) the price is paid via a documentary credit.

This is addressed as follows:

2.1 The Shari’a ruling on selling an absent item by description

The majority of jurists — Hanafis, Malikis, Shafi’is and Hanbalis (in their established views) — permit the sale of an absent commodity by means of description, away from the contract session³⁹. This is because the sale of an absent commodity by description is known to both parties to the contract and is generally capable of being delivered, falling under the general purport of Allah’s words:

‘Allah has permitted trade...’ (Qur’an 2:275).

“Do not consume one another’s wealth unjustly, except by mutual consent...”⁴⁰ (Qur’an 4:29).

³⁷- Al-Mazari, Commentary on al-Talqin, vol. 2, p. 140; al-Qarafi, The Treasury, vol. 9, p. 191.

³⁸- See: al-Kharashi, Commentary on Mukhtasar Khalil, vol. 5, p. 35.

³⁹- See: al-Kasani, The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws, vol. 5, p. 163; Ibn Abi Zayd al-Qayrawani, The Epistle, p. 107; al-Shirazi, The Jurisprudential Manual According to Imam al-Shafi’i, vol. 2, p. 14; Ibn Qudamah, The Sufficient Book on the Jurisprudence of Imam Ahmad, vol. 2, p. 9.

⁴⁰- See: al-Kasani, The Masterpieces of Craftsmanship in the Arrangement of the Sacred Laws, vol. 5, p. 163; ‘Abd al-Wahhab al-Baghdadi, The Scholarly Survey of Issues of Disagreement, vol. 2, p. 521.

Moreover, it is analogous to salam (forward sale): just as salam is valid by description in the buyer's liability (dīmah/zimmah) and does not amount to gharar (unacceptable uncertainty), so too is the sale of an absent commodity by description valid and does not constitute gharar⁴¹.

2.2 The Shari'a ruling on the condition that the originating seller delivers the goods on board the vessel

The Shari'a ruling on the condition that the originating seller delivers the goods on board the vessel in this second mode is the same as that established previously in the first mode: it is a correct (valid) condition.

2.3 The Shari'a ruling on appointing the importing buyer's agent (the shipping company) to take delivery of the goods from the originating seller.

This has already been discussed in the first classification mode in cases where the commodity is specified (i.e. identifiable/present). Accordingly, it is a valid agency contract.

2.4 The Shari'a ruling on insurance contracts for imported goods

As discussed in the first mode of classification, the insurance contract itself is corrupt/invalid. However, stipulating it alongside the sale of goods described but not present does not invalidate the overall CIF structure because it does not contradict the legal purpose of passing liability to the importing buyer, nor does it affect the contract's essential terms in a way that breaches the requirements for validity.

2.5 The Shari'a ruling on the condition that the originating seller bears the cost of transporting the goods to the port of destination

In this second mode, the Shari'a ruling on the condition that the originating seller delivers the goods on board the vessel is the same as in the first mode of classification, namely that it is valid.

2.6 The Shari'a ruling on the lease contract between the original seller and the shipping company.

This has already been discussed in the first mode of classification where the goods are present: the contract is valid.

2.7 The Shari'a ruling on paying the price via documentary credit (L/C).

This has also been established as a permissible and valid condition. It serves the mutual interests of the originating seller and importing buyer, protecting their respective rights. Deferment of payment is also permissible in this case, as the goods are absent from and distant to the contract session. If they are sold on a binding basis, the price does not have to be paid immediately.

From what has been established above regarding the validity of the contracts and conditions included in an international maritime sale under CIF, and from the fact that these can be combined with the relevant international customary stipulations within a single integrated structure, there is no Shari'a prohibition arising from this combination. It does not undermine the intended purpose or the conditions for validity either. Therefore, the CIF maritime sale contract is valid and produces its legal effects.

The third requirement: The effect of the Shari'a ruling on an international maritime sale under CIF on the importer's sale of the imported goods.

First: The effect of the Shari'a ruling on the first juristic mode of classifying an international maritime sale under CIF.

The Shari'a ruling for the first mode of an international maritime sale under CIF is 'corruption/invalidity'. 'Corruption' means that no legal effects are considered from the transaction, specifically the transfer of ownership.

⁴¹- See: 'Abd al-Wahhab al-Baghdadi, *The Scholarly Survey of Issues of Disagreement*, vol. 2, p. 521; Ibn Rushd the Elder, *The Preliminary and Foundational Treatises*, vol. 2, p. 78; Ibn Qudamah, *The Sufficient Book on the Jurisprudence of Imam Ahmad*, vol. 2, p. 10.

Accordingly, in this case, the importer may not sell the imported goods because he does not possess valid ownership of them that would allow him to sell them.

Secondly, the effect of the Shari'a ruling on the second juristic mode of classifying an international maritime sale under CIF on the importer's sale of the imported goods.

1. The effect of the Shari'a ruling on the first face (within the second mode) on the importer's sale of the imported goods.

As previously mentioned, the first face of the second mode of classifying the CIF maritime sale — when the goods are present with the originating seller (i.e. the goods are identifiable/specified) — is valid. In this case, liability for the goods passes to the importing buyer upon delivery to the shipping vessel.

Therefore, the importer may sell the goods upon shipment. This is similar to selling an absent commodity by description, where prompt payment of the price from the buyer is permissible if the sale is binding according to the originating seller's description (which differs from the importing buyer's description). The goods are also guaranteed against change (i.e. deviation).

This is supported by the following extract from Imam Mālik's statement:

'It is not proper for someone to buy livestock, specified by itself, while it is absent from him — even if he has seen it and consented — on the basis that he pays its price neither immediately nor soon.' This is disliked because the seller benefits from the price, and the buyer cannot be sure that the goods will be as he saw them. Therefore it is disliked, but there is no harm if it is guaranteed and described"⁴².

However, if the sale is option-based (i.e. if the buyer has an option), Imam al-Shāfi'ī held that it is permissible to stipulate prompt payment of the price. This does not fall under the prohibition of 'sale and advance' when the price is repaid or returned, because it is similar to the seller benefiting from the price of an item that is then lost, so the price is returned. Similarly, it is akin to a Muslim benefiting from the capital of salam, but if the goods are unavailable at the agreed time, the price is returned, and this does not resemble the prohibited 'sale and advance' scenario⁴³.

The Hanbalis also permitted prompt payment in the sale of a specific absent item, sold by description, by analogy to the sale of present goods. However, the buyer must have the option to rescind the transaction if the goods differ from the description⁴⁴.

2. The effect of the Shari'a ruling on the second juristic mode (CIF) of selling goods.

As previously stated, classifying an international maritime sale under the second mode of CIF is valid in cases where the goods are with the originating seller, with the importing buyer achieving Shari'a-compliant possession by taking delivery on board the shipping vessel. Based on what has preceded:

The importer may sell the goods immediately once they are shipped.

It is permissible to stipulate that the buyer pays the price promptly before the goods arrive at the port of destination.

- The importer's sale in this scenario is similar to selling an absent commodity by description. In such a sale, prompt payment of the price by the buyer is permissible, whether the sale is binding (luzūm) or subject to an option, where the option determines whether the contract is affirmed or rescinded upon the buyer seeing or receiving the goods, consistent with what was explained in the previous two cases.

Conclusion:

⁴²- Malik ibn Anas, *The Muwatta'*, vol. 4, p. 947.

⁴³- See: al-Shafi'ī, *The Mother*, vol. 3, p. 40; al-Muzani, *The Concise Version of al-Muzani*, vol. 8, p. 225.

⁴⁴- See: Abu 'Ali al-Hashimi al-Baghdadi, *Guidance to the Path of Right Guidance*, p. 190; Ibn Qudamah, *The Encompassing Book*, vol. 3, pp. 495–497.

Having presented what relates to the subject of this study, the following findings can be drawn:

1. International maritime sales under CIF are juristically classified as a compound contract comprising:
 - a salam contract between the originating seller and the importing buyer;
 - an agency contract between the importing buyer and the shipping company, whereby the latter takes delivery of the goods from the originating seller;
 - an insurance contract between the originating seller and the insurance company; and
 - an ijarah (lease of services) contract between the originating seller and the shipping company.
 - an ijarah (lease of services) contract between the seller and the shipping company.

Together with the following conditions: delivery of the sold goods on board the vessel; transportation to the port of destination; and payment of the price by the importing buyer through a documentary credit.

The Shari'a ruling on this CIF maritime sale structure is invalidity (*fasād*), because the underlying salam contract, which forms the basis of this compound contract, is invalid due to the breach of the prompt payment requirement for salam capital (*thaman/ra's māl al-salam*) within the contract period.

2. In the case of an international maritime sale under the CIF term, if the goods are held by the originating seller (i.e. the seller from whom the specific goods are sourced), it is a composite contract consisting of: (i) the sale of goods by prior description/previous preview, (ii) an agency contract between the importing buyer and the shipping company for the receipt of goods from the originating seller, (iii) an insurance contract between the originating seller and the insurance company, and (iv) a charter/lease contract between the originating seller and the shipping company. The originating seller's obligations include delivering the goods on board the vessel and transporting them to the port of destination, while the importing buyer's obligations include paying the price of the goods by means of a documentary credit. Islamic law deems this international maritime sale under CIF valid because the preceding composite contracts and stipulations are valid and there are no Shariah impediments to their combination in a single system. Furthermore, they do not violate their intended purposes or the requirements for their validity.

3. The Shariah characterisation (*fiqh appraisal*) of an international maritime sale under CIF, where the goods remain with the originating seller and are not seen by the importing buyer, comprises a composite contract consisting of: (i) a sale of absent goods by description; (ii) an insurance contract between the seller and the insurance company; and (iii) a lease/charter contract between the seller and the shipping company. The originating seller delivers the goods on board the vessel and transports them to the port of destination. The importing buyer pays the price through a documentary credit. The Shariah ruling on this international maritime sale under CIF is valid because it concerns the validity of the aforementioned contracts and stipulations, and there are no Shariah impediments to assembling them together in one system.

4. If an international maritime sale under CIF concerns a good described as a liability in the buyer's/obligor's responsibility, it does not require manufacture to be specified as a condition whose absence would affect the permissibility of the importer selling the good. This is because the salam contract contained within the CIF maritime sale is defective, due to the disruption of the prompt payment condition within the contract, which here is performed through the documentary credit. The defect in the salam contract also affects the validity of the international maritime sale under CIF.

5. In the case of an international maritime sale under CIF, if the goods are specified and the importing buyer has either seen them in full or in part, or has not seen them at all but is buying them by description, then it is permissible for the importer to sell them once they have been shipped. Furthermore, the requirement to hasten payment of the price applies to the buyer, whether the sale is binding or option-based.

Sources and References

- The Holy Qur'an.
- Incoterms 2020: Rules for the Use of Domestic and International Trade Terms. International Chamber of Commerce (ICC), Paris, France, 2019.
- Al-Firuzabadi, Muhammad ibn Ya'qub (817 AH). Al-Qamus al-Muhit [The Comprehensive Dictionary]. Edited by the Heritage Verification Office at Al-Risalah Foundation. Al-Risalah Foundation, Beirut, Lebanon, 8th ed., 1426 AH/2005.
- Ibn Muflih, Ibrahim ibn Muhammad (884 AH). Al-Mubdi' fi Sharh al-Muqni' [The Creative Work in Explaining al-Muqni']. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 1st ed., 1418 AH/1997.
- Abdullah ibn Abd al-Rahman al-Turayqi. Maritime Sales: A Comparative Study. PhD Dissertation, Imam Muhammad ibn Saud Islamic University, Higher Institute of Judiciary, Saudi Arabia, 1430 AH.
- Talib Hasan Musa. International Trade Law. Dar al-Thaqafah for Publishing and Distribution, Beirut, Lebanon, 2005.
- Ilyas Nasif. Encyclopedia of Civil and Commercial Contracts. Beirut: Namnam Press, 1986.
- Ahmad Husni. Maritime Sales. Dar al-Ma'arif, Cairo, Egypt, 1st ed., 1983.
- Khalid Wahib al-Rawi. Foreign Banking Operations. Dar al-Manahij, Amman, Jordan, 1st ed., 1436 AH/2015.
- Al-Muti'i, Muhammad Najib (1354 AH). Takmilat al-Majmu' Sharh al-Muhadhdhab [Supplement to al-Majmu': Commentary on al-Muhadhdhab]. Dar al-Fikr, Beirut, Lebanon, n.d., n.p.
- Al-Buhuti, Mansur ibn Yunus (1051 AH). Sharh Muntaha al-Iradat [Commentary on Muntaha al-Iradat]. 'Alam al-Kutub, 1st ed., 1414 AH/1993.
- Ibn Manzur, Muhammad ibn Makram (711 AH). Lisan al-'Arab [The Arabic Language]. Dar Sadir, Beirut, Lebanon, 3rd ed., 1414 AH.
- Al-Hakim, Muhammad ibn Abdullah (405 AH). Al-Mustadrak 'ala al-Sahihayn [The Supplement to the Two Sahih Collections]. Edited by Abd al-Qadir 'Ata. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 1st ed., 1411 AH/1990.
- Abu Bakr Ibn al-'Arabi, Muhammad ibn Abdullah (543 AH). Ahkam al-Qur'an [The Legal Rulings of the Qur'an]. Edited by Muhammad Abd al-Qadir 'Ata. Dar al-Kutub al-'Ilmiyyah, 1st ed., 1424 AH/2003, Beirut, Lebanon.
- Al-Bukhari, Muhammad ibn Isma'il (256 AH). Sahih al-Bukhari [The Authentic Collection of al-Bukhari]. Edited by Muhammad Zuhayr ibn Nasir al-Nasir. Dar Tawq al-Najah, 1st ed., 1422 AH.
- Al-Dardir, Ahmad ibn Muhammad (1201 AH). Al-Sharh al-Saghir 'ala Aqrab al-Masalik li-Madhhab al-Imam Malik [The Abridged Commentary on Aqrab al-Masalik According to the School of Imam Malik]. Dar al-Ma'arif, n.p., Cairo, Egypt.
- Al-Nawawi, Yahya ibn Sharaf (676 AH). Al-Majmu' Sharh al-Muhadhdhab [The Comprehensive Commentary on al-Muhadhdhab]. Dar al-Fikr, n.p., n.d.
- Abd al-Qadir Bahih. The Comprehensive Guide to Banking Operations Techniques. Dar al-Khalduniyyah, Algeria, n.p., 1434 AH/2013.
- Ali Abdullah Shahin. Accounting for Banking Operations in Commercial and Islamic Banks. n.p., Islamic University, Faculty of Commerce, Gaza, Palestine, 2013–2014.
- Mahir Shukri. Foreign Banking Operations. Dar al-Hamid for Publishing and Distribution, Amman, Jordan, 2nd ed., 2004.

- Al-Sarakhsi, Muhammad ibn Ahmad (483 AH). *Al-Mabsut* [The Expanded Work]. Dar al-Ma‘rifah, Beirut, Lebanon, n.p., 1414 AH/1993.
- Ibn al-Mundhir, Muhammad ibn Ibrahim (319 AH). *Al-Ishraf ‘ala Madhahib al-‘Ulama’* [Supervision over the Schools of the Scholars]. Edited by Saghir Ahmad al-Ansari. Maktabat Makkah al-Thaqafiyyah, Ras al-Khaimah, United Arab Emirates, 1st ed., 1425 AH/2004.
- Ibn Juzayy, Muhammad ibn Ahmad (741 AH). *Al-Qawanin al-Fiqhiyyah* [Jurisprudential Laws]. n.p., n.d.
- Al-Mawardi, Ali ibn Muhammad (450 AH). *Al-Iqna‘ fi al-Fiqh al-Shafi‘i* [The Persuasive Guide to Shafi‘i Jurisprudence]. n.p., n.d.
- Al-Shafi‘i, Muhammad ibn Idris (204 AH). *Al-Umm* [The Mother Book]. Dar al-Ma‘rifah, Beirut, Lebanon, n.p., 1410 AH/1990.
- Ibn Qudamah, Abdullah ibn Muhammad (620 AH). *Al-Kafi fi Fiqh al-Imam Ahmad* [The Sufficient Guide to the Jurisprudence of Imam Ahmad]. Dar al-Kutub al-‘Ilmiyyah, Beirut, Lebanon, 1st ed., 1414 AH/1994.
- Ibn Hazm, Ali ibn Ahmad (456 AH). *Al-Muhalla bi al-Athar* [The Adorned Treatise with Traditions]. Dar al-Fikr, Beirut, Lebanon, n.p., n.d.
- Al-Mazari, Muhammad ibn Ali (536 AH). *Sharh al-Talqin* [Commentary on al-Talqin]. Edited by Muhammad al-Mukhtar al-Salami. Dar al-Gharb al-Islami, Beirut, Lebanon, 1st ed., 2008.
- Al-Qarafi, Ahmad ibn Idris (684 AH). *Al-Dhakhirah* [The ذخيرة / Repository]. Edited by Sa‘id A‘rab. Dar al-Gharb al-Islami, Beirut, Lebanon, 1st ed., 1994.
- Al-Kasani, Abu Bakr ibn Mas‘ud (587 AH). *Bada‘i‘ al-Sana‘i‘ fi Tartib al-Shara‘i‘* [The Masterpieces of Craftsmanship in the Arrangement of the Legal Rules]. Dar al-Kutub al-‘Ilmiyyah, Lebanon, 2nd ed., 1406 AH/1986.
- Al-Haytami, Ahmad ibn Muhammad (974 AH). *Tuhfat al-Muhtaj fi Sharh al-Minhaj* [The Gift of the Needy in Explaining al-Minhaj]. Al-Maktabah al-Tijariyyah al-Kubra, Egypt, n.p., 1357 AH/1983.
- Al-Shirazi, Ibrahim ibn Ali (476 AH). *Al-Muhadhdhab fi Fiqh al-Imam al-Shafi‘i* [The Refined Work on the Jurisprudence of Imam al-Shafi‘i]. Dar al-Kutub al-‘Ilmiyyah, Lebanon, n.p., n.d.
- Al-Zayla‘i, Uthman ibn Ali (743 AH). *Tabyin al-Haqa‘iq Sharh Kanz al-Daqa‘iq* [Clarification of the Truths: Commentary on Kanz al-Daqa‘iq]. Al-Matba‘ah al-Kubra al-Amiriyyah, Bulaq, Cairo, 1st ed., 1313 AH.
- Ibn Nujaym, Zayn al-Din ibn Ibrahim (970 AH). *Al-Bahr al-Ra‘iq Sharh Kanz al-Daqa‘iq* [The Clear Sea: Commentary on Kanz al-Daqa‘iq]. Dar al-Kitab al-Islami, 2nd ed., n.d.
- Al-Buhuti, Mansur ibn Yunus (1051 AH). *Al-Rawd al-Murbi‘ Sharh Zad al-Mustaqni‘* [The Verdant Garden: Commentary on Zad al-Mustaqni‘]. Dar al-Mu‘ayyad, n.p., n.d.
- Ibn Qudamah, Abdullah ibn Ahmad (620 AH). *Al-Mughni* [The Enricher]. Maktabat al-Qahirah, n.p., 1388 AH/1968.
- Al-Shawkani, Muhammad ibn Ali (1250 AH). *Al-Sayl al-Jarrar al-Mutadaffiq ‘ala Hada‘iq al-Azhar* [The Torrential Flood Flowing over the Gardens of Flowers]. Dar Ibn Hazm, Lebanon, 1st ed., n.d.
- Al-‘Adawi, Ali ibn Ahmad (1189 AH). *Hashiyat al-‘Adawi ‘ala Sharh Kifayat al-Talib al-Rabbani* [Al-‘Adawi’s Marginalia on the Commentary on Kifayat al-Talib al-Rabbani]. Edited by Yusuf al-Shaykh Muhammad al-Biqai‘i. Dar al-Fikr, Lebanon, n.p., n.d.

- Abu Hamid al-Ghazali, Muhammad ibn Ahmad (505 AH). *Al-Wasit fi al-Madhhab* [The Intermediate Work on Jurisprudence]. Edited by Ahmad Mahmud Ibrahim and others. Dar al-Salam, Cairo, Egypt, 1st ed., 1417 AH.
- Al-Shatibi, Ibrahim ibn Musa (790 AH). *Al-Muwafaqat* [The Reconciliations]. Edited by Mashhur ibn Hasan Al Salman. Dar Ibn 'Affan, 1st ed., 1417 AH/1997.
- Ibn Taymiyyah, Ahmad ibn Abd al-Halim (728 AH). *Majmu' al-Fatawa* [Collected Fatwas]. Edited by Abd al-Rahman ibn Muhammad ibn Qasim. King Fahd Complex for the Printing of the Holy Qur'an, Medina, Kingdom of Saudi Arabia, n.p., 1416 AH/1995.
- Al-Nawawi, Yahya ibn Sharaf (676 AH). *Rawdat al-Talibin wa 'Umdat al-Muftin* [The Garden of the Students and the Reliance of the Muftis]. Edited by Zuhayr al-Shawish. Al-Maktab al-Islami, Beirut, Lebanon, 3rd ed., 1412 AH/1991.
- Al-Dardir, Ahmad ibn Muhammad (1201 AH). *Al-Sharh al-Kabir* [The Major Commentary]. Dar al-Fikr, Lebanon, n.p., n.d.
- Al-Mawardi, Ali ibn Muhammad (450 AH). *Al-Hawi al-Kabir* [The Comprehensive Compendium]. Edited by Ali Muhammad Mu'awwad and others. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 1st ed., 1419 AH/1999.
- 'Alish, Muhammad ibn Ahmad (1299 AH). *Minah al-Jalil Sharh Mukhtasar Khalil* [The Munificent Gift: Commentary on Mukhtasar Khalil]. Dar al-Fikr, Beirut, Lebanon, n.p., 1409 AH/1989.
- Al-Kharashi, Muhammad ibn Abdullah (1101 AH). *Sharh Mukhtasar Khalil* [Commentary on Mukhtasar Khalil]. Dar al-Fikr, Beirut, Lebanon, n.p., n.d.
- Al-Zurqani, Abd al-Baqi ibn Yusuf (1099 AH). *Sharh al-Zurqani 'ala Mukhtasar Khalil* [Al-Zurqani's Commentary on Mukhtasar Khalil]. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 1st ed., 1422 AH/2002.
- Al-Lakhmi, Ali ibn Muhammad al-Rab'i (478 AH). *Al-Tabsirah* [The Clarification]. Edited by Ahmad Abd al-Karim Najib. Ministry of Endowments and Islamic Affairs, Qatar, 1st ed., 1432 AH/2011.
- 'Ala' al-Din al-Samarqandi, Muhammad ibn Ahmad (540 AH). *Tuhfat al-Fuqaha'* [The Gift to the Jurists]. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 2nd ed., 1414 AH/1994.
- Ibn al-Humam, Muhammad ibn Abd al-Wahid (861 AH). *Fath al-Qadir* [The Omnipotent's Victory]. Dar al-Fikr, Lebanon, n.p., n.d.
- Ibn Abi Zayd al-Qayrawani, Abdullah (386 AH). *Al-Risalah* [The Epistle]. Dar al-Fikr, Beirut, Lebanon, n.p., n.d.
- Ibn Rushd, Muhammad ibn Ahmad (520 AH). *Al-Muqaddimat al-Mumahhidat* [The Preliminary Foundations]. Edited by Muhammad Haji. Dar al-Gharb al-Islami, Beirut, Lebanon, 1st ed., 1408 AH/1988.
- Muhammad Abd al-Wahhab ibn Ali al-Baghdadi (422 AH). *Al-Ishraf 'ala Masa'il Nukat al-Khilaf* [Supervision over the Issues of the Points of Disagreement]. Edited by al-Habib ibn Tahir. Dar Ibn Hazm, 1st ed., 1420 AH/1999.
- Muslim ibn al-Hajjaj (261 AH). *Sahih Muslim* [The Authentic Collection of Muslim]. Edited by Muhammad Fu'ad Abd al-Baqi. Dar Ihya' al-Turath al-'Arabi, Beirut, Lebanon, n.p., n.d.
- Al-Hattab al-Ru'ayni, Muhammad ibn Muhammad (954 AH). *Mawahib al-Jalil fi Sharh Mukhtasar Khalil* [The Glorious Gifts in Commentary on Mukhtasar Khalil]. Dar al-Fikr, Lebanon, 3rd ed., 1412 AH/1992.

- Ibn al-Najjar, Muhammad ibn Ahmad al-Futuhi (972 AH). *Muntaha al-Iradat* [The Ultimate Aspirations]. Edited by Abdullah ibn Abd al-Muhsin al-Turki. Al-Risalah Foundation, Lebanon, 1st ed., 1419 AH/1999.
- Al-Khatib al-Shirbini, Muhammad ibn Ahmad (977 AH). *Mughni al-Muhtaj ila Ma'rifat Ma'ani Alfaz al-Minhaj* [The Needy's Guide to Understanding the Meanings of the Words of al-Minhaj]. Dar al-Kutub al-'Ilmiyyah, Beirut, Lebanon, 1st ed., 1415 AH/1994.
- Abu Ali al-Hashimi al-Baghdadi, Muhammad ibn Ahmad (428 AH). *Al-Irshad ila Sabil al-Rashad* [Guidance to the Path of Right Guidance]. Edited by Abdullah ibn Abd al-Muhsin al-Turki. Al-Risalah Foundation, Beirut, Lebanon, 1st ed., 1419 AH/1998.