

Credit Cards Between Jurisprudential Classification and Legal Ruling: A Comparative Fiqh Study Title

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Abstract:

One of the most important areas of Islamic jurisprudence is that which pertains to transactions and contracts of sale and purchase, due to people's need for them in their lives and livelihoods. Through them, their rights and money are preserved, and they are protected from falling into what is forbidden and prohibited. With the development of financial institutions, many forms and transactions have emerged that banks offer, including credit cards, which Algerian banks have begun issuing to their customers and applicants. This research aims to define their nature, explain their different types and the contracts that comprise them, and provide the jurisprudential classification of each type and contract separately, as well as explaining the Sharia ruling when combined. The research revealed a divergence of opinions among contemporary jurists regarding their rulings, and that the main point of contention revolves around the issue of usurious interest resulting from late payment, and the annual issuance and renewal fees. It also suggests that Islamic alternatives to the traditional credit card can be adopted, and that Islamic banks are capable of providing credit card services that comply with the provisions of Islamic Sharia through alternative contracts such as interest-free loans, agency, and leasing.

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The study clarified the Sharia controls that should be observed when dealing with these cards, including: avoiding both types of usury, and avoiding uncertainty and ambiguity. And the commitment to fairness and transparency in contracts.

Keywords: Credit cards; Contemporary financial transactions; Islamic jurisprudence; Financial contracts; Banks.

1. Introduction:

Among the most important laws and rulings that people need in their daily lives are those related to transactions and contracts of sale and purchase. It is therefore necessary to devote scientific conferences to their study, to investigate them thoroughly, and to examine what is lawful and unlawful in them, due to people's pressing need for such knowledge. Through these rules, their rights and wealth are preserved, and they are protected from falling into what is forbidden.

Banking transactions have evolved and diversified, especially in our time, due to the development of economic institutions and the rapid pace of economic growth. As a result, numerous financial forms and mechanisms have emerged, offered by banks and needed by people in their daily lives and for the management of their affairs. Among the most important of these transactions are credit cards, which Algerian banks have begun issuing to their clients and applicants. However, these cards vary according to their types and purposes. The task of researchers today is to study their legal rulings, define them, classify them jurisprudentially, and analyze their types. Jurists have differed on these matters according to their understanding of the texts, which has led to differences in interpretation and divergence in principles and branches.

——— **Credit Cards Between Jurisprudential Classification and Legal Ruling**

The importance of this topic lies in the fact that it deals with the rulings of financial transactions that affect people's lives, livelihoods, and the protection of their rights and property. It represents one of the most crucial areas of Islamic law that must be clearly explained. Moreover, people are in urgent need of knowing the religious rulings regarding the cards they use daily and rely upon for their financial dealings.

From an academic perspective, this research contributes to enriching the Islamic jurisprudential library through a comparative study that brings together the views of contemporary scholars, with preference given to the opinion supported by stronger evidence. It aims to present a clear jurisprudential vision that can assist Islamic banks in developing financial products compliant with the principles of Sharia. Thus, this topic serves as a practical model for applying jurisprudential principles to contemporary financial issues and emerging cases.

Several reasons motivated us to choose this topic, the most important being that credit cards have become one of the main means of payment and financial transactions essential to people's daily lives. The modern era has witnessed great development in economic and banking institutions, leading to the emergence of many new financial forms and mechanisms. Since these cards differ according to their types and purposes, it becomes necessary to conduct a detailed jurisprudential study to determine their legal classification and rulings, especially in light of the disagreement among contemporary scholars regarding their permissibility according to their understanding of Islamic texts. Through this article, we aim to contribute to the study of financial jurisprudence by providing a scholarly work that helps individuals discern what is lawful and unlawful in their banking transactions, thereby protecting them from engaging in prohibited dealings.

In this study, we followed the comparative jurisprudential method, examining the views of contemporary scholars and jurists regarding the rulings of bank credit cards, gathering material from original and trusted sources. We then analyzed the relevant religious texts and jurisprudential opinions, studied the legal classification of credit cards, and examined their nature, types, and the evidence used by each group of scholars. Subsequently, we compared the opinions of contemporary jurists, clarifying the points of agreement and disagreement among them, and discussed their evidence with scholarly objectivity, aiming to adopt the view supported by the strongest proof, while explaining the reasons for this preference and its practical implications.

Throughout this research, we have adhered to the proper citation of Qur'anic verses to their respective surahs, the referencing of prophetic hadiths to their original sources, and the accurate documentation of all information, while maintaining scientific integrity and objectivity. Citing original and important previous studies on the subject

2. Definition of Credit Cards—Linguistically and Technically:

2.1 Definition of “Card” (Biṭāqah) linguistically:

Linguistically, the word "biṭāqah" means a paper or a small slip¹ t refers to a small piece on which an amount is recorded—if it represents cash, its weight or quantity is noted; if it represents goods, their price is written. It is said to have been called biṭāqah because it is attached like a small piece of cloth (biṭāqah min al-thawb), in which case the prefix bā' is considered superfluous².

2.2 Definition of “Credit” (I'timān) Linguistically:

According to my research, the term i'timān in its modern meaning does not appear in the works of early scholars, as this term entered the Arabic language as a translation of the English word “credit”³.

Dr. 'Abd al-Wahhāb Abū Sulaymān objected to this translation, considering that the correct and more appropriate description for this type of card is “loan card” (biṭāqat al-iqrād)⁴. rather than “credit card”.

Dr. **Nazih Hammad** considers this term (credit) acceptable and permissible as a figurative usage—naming the cause while intending the effect—since i'timān (credit) in Arabic is derived from the word amān (security), which denotes peace of mind and the absence of fear. When this sense of security is established regarding a person's financial liability (dhimmah māliyah), it becomes a reason and a motivation for others to lend or extend credit to him⁵.

What Dr. Nazih Hammad stated appears to be the stronger view—and God knows best—because credit cards differ according to their nature and type. Some cards are issued without the intention of involving a loan. Moreover, the term “credit card” has become widespread and commonly understood, and its meaning is now clear to all users.

2.3 Definition of Credit Cards in Technical (Fiqh and Legal) Terms:

There are several definitions, among them:

a. The **Oxford Dictionary** defines it as “A card made of thick paper or plastic, issued by a bank or other institution to its holder, bearing certain personal information. If it is of the credit type, it is issued for the purpose of obtaining cash or debt”⁶.

Comment: It is clear from this definition that the card is issued by a bank or another financial institution; thus, it is not limited to banks alone. The issuer’s main purpose is to facilitate access to cash and to extend loans to the cardholder.

B. **Abu Bakr Abu Zaid** defined it as: “A magnetic plastic card that bears the name of its holder, the date of issue and expiry, and a secret code known only to the holder”⁷.

Comment: This definition appears neither comprehensive nor precise, since it may apply to many other types of cards—such as those issued by companies for their employees (for example, airport or shopping center access cards). Furthermore, it does not specify the issuing authority of the card, which is essential for an accurate definition.

C. The **Islamic Fiqh Academy** defined it as: “A document issued by an authority to a natural or legal person, based on a contract between them, enabling the holder to purchase goods or services from merchants who accept the document, without paying the price immediately—because the issuer guarantees the payment. Among the types of this document are those that allow the withdrawal of cash from bank”⁸.

Comment: It seems that this is the **most accurate and comprehensive definition**, as it considers the essential aspects of the card—its nature, the holder’s status, the transactions for which it may be used, and the nature of the relationship between the issuer and the holder, where the issuer is the one who commits to payment on behalf of the cardholder.

3. Types of Credit Cards:

There are several types of credit cards, which differ according to their issuers, purposes, features, and associated risks. The most important of these are three main types that most researchers in this field focus on:

A. Debit Card (Immediate or Direct Debit Card):

To issue this type of card, the cardholder must have a balance in the issuing bank. The bank is then authorized to withdraw directly from the holder's account the value of his purchases or the fees for services obtained through the use of the card. Many researchers do not consider this type of card to be a true credit card, since when the cardholder makes purchases, he is essentially spending his own money deposited in the bank. This card merely serves as a tool that enables him to access and use his own funds⁹.

B. Charge Cards (Monthly Debit or Deferred Payment Cards):

This type of card allows the holder to make various purchases and obtain services around the world. It can also be used for cash withdrawals through ATMs belonging to the issuing banks across the globe.

The issuance of this card does not require the holder to make an advance payment to the issuing bank in the form of a current account. Instead, the issuing bank charges the cardholder at the end of each month for the total value of his purchases and withdrawals. The holder is then required to repay the amount within a subsequent period ranging from **25 to 40 days**.

If the holder delays payment, an **interest rate ranging between 1.5% and 1.75% per month** is applied to the outstanding balance¹⁰.

C. Credit Cards (Deferred Payment or Installment Cards):

This is the primary type among credit cards. It allows the cardholder to pay the price of their purchases within a specified

period, or to pay part of the amount and defer the remainder in installments over the following months. Interest is calculated at the same rates mentioned for the Charge Card. There is no specific lending limit, provided that the cardholder continues to make partial payments on the debts and accrued interest¹¹.

4. The Jurisprudential Characterization of Credit Cards:

Experts of the Islamic Fiqh Academy have concluded that it is difficult to classify (or legally characterize) credit cards under a single, comprehensive contract — such as ḥawālah (transfer of debt), ju‘ālah (reward-based contract), ḍamān (guarantee), or wakālah (agency) — or even as a combination of two contracts, such as wakālah and kafālah, or wakālah and ju‘ālah.

This is because it is impossible to subsume a complex, multifaceted structure involving multiple parties, agreements, and objectives under a single contract that has its own specific conditions and rulings¹².

It is therefore necessary to classify its categories according to the diversity of the contents and types within each section, then to analyze and structure each one individually, along with the multiple agreements it contains. Through this process, the aspects of each contract become clear, its nature is better understood, and its legal characterization becomes easier to determine¹³.

A credit card, in fact, involves **three distinct contracts**, each separate from the others in its parties and responsibilities:

1. Between the card issuer and the cardholder.
2. Between the card issuer and the merchant.
3. Between the cardholder and the merchant¹⁴.

Accordingly, **credit cards establish three relationships**, which can be briefly studied to clarify the connection between each party:

4.1 The Relationship Between the Card Issuer and the Cardholder:

There are multiple fiqh interpretations of this relationship — it may be considered a *kafālah* (guarantee) by the issuer on behalf of the cardholder, an *wakālah* (agency) in fulfilling his obligations to others, a *kafālah* toward third parties, or an *iqrāḍ* (loan) extended to the cardholder

(a) Guarantee Relationship (*Kafālah*):

In this case, the card issuer, based on the contract concluded with the cardholder, **makes immediate payment for any debt incurred through the card's use**. Thus, the issuer acts as a **guarantor** for the cardholder's financial obligations **toward creditors such as merchants and others**.¹⁵

This is what jurists refer to as “**guaranteeing what is not yet due**” (*ḍamān mā lam yajib*), which is **permissible according to the majority of scholars** from the Ḥanafī, Mālikī, and Ḥanbalī schools¹⁶.

(b) Agency Relationship:

In this interpretation, the **cardholder appoints the issuer as his agent** to pay his debts to the merchants from whom he makes purchases. The issuing bank, therefore, **pays the required amounts on his behalf**¹⁷.

Jurists **agree on the permissibility of agency for debt payment and collection**, and they also **allow charging a fee for such agency** when the payment involves actual services and effort, not compensation for a loan¹⁸.

(c) It is a lending relationship:

the issuer lends the cardholder the money they need when the issuer pays the merchant, and the cardholder has no balance in their account¹⁹.

The most likely correct view regarding this is that the relationship between the issuer and the cardholder combines these three relationships: the primary purpose of issuing this card before its use is to guarantee the cardholder before merchants and others, to act as their agent in making payments on their behalf, and to promise a loan after the card is used if there is no balance available. All of these aspects are realized together.

4.2 The Relationship Between the Card Issuer and the Merchant:

This is a contractual relationship that may seem of lesser importance in the operation of the card system, since the merchant is a creditor to whom the debtor — the cardholder — has referred a solvent party, namely the issuer, to collect his due payment. There have been several **juridical interpretations** of this relationship:

a. Guarantee (Kafālah) Relationship:

The issuing entity guarantees to the merchant that it will pay the value of the sales made through this card upon presentation of the invoice, and the merchant, in turn, commits to providing his services or goods to the cardholder when the card is presented by the holder²⁰.

b. Agency (Wakālah) Relationship:

This applies when the card issuer collects the merchant's dues from the cardholder and credits them to the merchant's account after deducting its commission. The issuer may also debit the merchant's account to recover the value of invalid transactions or returned goods, all of which it performs as an agent authorized by the merchant under their mutual agreement²¹.

Comment: The most apparent and preferable interpretation is that this relationship should be classified as an **agency relationship** from the merchant to the issuer, authorizing the latter to collect the merchant's dues from the cardholder.

This interpretation also allows for the **legitimacy of the commission** paid by the guaranteed party (here, the merchant) to the guarantor (the issuer)²².

4.3 The Relationship Between the Cardholder and the Merchant:

There are multiple **juridical interpretations** of this relationship, as the contract concluded between the cardholder and the merchant (the seller of goods or provider of services) may be considered in several ways:

a. Assignment of Debt (Ḥawālah):

In this case, the cardholder assigns the merchant to a solvent debtor—namely, the card-issuing institution. This assignment is realized when the cardholder signs the purchase invoice, thereby transferring the claim for payment to the issuer²³.

b. Sale or Lease (Bay‘ or Ijārah):

Depending on the subject matter of the contract—whether a tangible good or a service—the relationship can be classified as a sale or a lease. Once the cardholder signs the receipt, the seller becomes entitled to receive the price or rental payment from the card issuer, which guarantees the merchant’s payment for transactions conducted through the card, within the limits of the credit granted to the cardholder²⁴.

c. Agency for a Fee (Wakālah bi Ajr):

This interpretation applies when the merchant appoints the card issuer as his agent to collect the amount due from the customer in return for a commission, which is usually calculated as a percentage of the purchase invoice²⁵.

Comment: This relationship can be understood as a **combination of all three interpretations**, depending on how the card is used:

- It is an **assignment (ḥawālah)** when the cardholder refers the merchant to a solvent debtor (the issuer).

- It is a **sale or lease (bay‘ or ijārah)** when the contract involves goods or services.
- It is an **agency for a fee (wakālah bi ajr)** when the merchant authorizes the issuer to transfer the payment to his account in exchange for a commission deducted from the invoice.

5. The Combination of Contracts in Credit Cards:

The credit card system is based on a set of composite contracts and multiple agreements that involve several parties. Between each party and another, there exists a series of contractual relationships, as follows:

- a. The relationship between the issuer and the cardholder consists of three contracts: guarantee (kafālah), loan (iqrāḍ), and agency (wakālah) — all within a single transaction. The card issuer guarantees the cardholder before the merchants, undertakes to pay for the goods and services obtained, and lends the cardholder the value of the withdrawals and purchases made with the card. The cardholder, in turn, authorizes the issuer to pay the merchant the financial dues owed for the goods and services received — all within one combined contract.
- b. The relationship between the issuer and the merchant consists of two contracts — agency and guarantee — also combined into one transaction. The merchant appoints the issuer as his agent to collect his dues from the cardholder and transfer them to his personal account after deducting a commission, according to their agreement. Meanwhile, the issuer guarantees the merchant that he will receive his payment from the cardholder.
- c. The relationship between the cardholder and the merchant may involve sale or lease along with assignment of debt (ḥawālah) in a single transaction. As for the ḥawālah, the cardholder transfers the merchant’s claim to a solvent third party — the card issuer — and this transfer is effected through the cardholder’s signature on the

purchase invoice. The sale or lease aspect depends on the nature of the subject matter — whether it is a good or a service.

Comment: It appears that these relationships and multiple parties are, in fact, separate from one another, and there is rarely a true combination among them. This is because the composition of these contracts differs from one relationship to another and from one party to another. Although these various relationships arise from different parties, they serve to provide mutual benefits and services within the framework of contractual arrangements between each pair of parties.

Thus, the combination of contracts—the subject under study—occurs alongside a sale within a single transaction only in certain situations that fall within the scope of this research:

First case: The combination of sale and currency exchange (şarf) in a single transaction when a commodity is purchased using a foreign currency.

Second case: The combination of sale and loan in a single transaction between the issuer and the cardholder in organized tawarruq (this case has been studied in a separate section).

6. Effects of contract meetings and their rulings:

Combining different contracts within a single agreement may lead to prohibition and unlawfulness. This is understood from the Hadith that forbids “a sale combined with a loan”²⁶, as each of them is permissible on its own; however, it is not permissible to combine them in a single transaction²⁷.

It is observed in some transactions carried out by a credit card that there is more than one contract within a single deal. This appears, for example, in the combination of sale, currency exchange, and loan within one transaction when purchasing a commodity in a foreign currency using a credit card :

Its form is that the cardholder uses the card to purchase desired goods or services in a foreign country, whereby the issuer immediately pays the amount due on behalf of the cardholder in the currency of the country where the purchase is made, and then later charges the cardholder in the foreign currency.

This process involves currency exchange, as the cardholder makes the purchase in one currency, the issuer pays in that same currency, then converts the amount paid into the cardholder's local currency, and demands reimbursement for the exchanged amount after a period following the purchase and exchange transaction — a period that usually exceeds two or three weeks²⁸.

Thus, this contract combines sale, currency exchange, and a loan — the latter being the fundamental basis of the credit card.

Ruling on this case:

The ruling on this case can be derived from two aspects:

First: From the perspective of combining sale and currency exchange: The combination of these two contracts involves certain Sharia-related concerns that must be discussed and examined in light of the opinions of jurists.

(a) Delay in the issuer's receipt of the exchange equivalent from the cardholder:

In credit card transactions, there is a delay in receiving the countervalue, and no hand-to-hand exchange occurs in the same contract session. This delay may extend for two weeks or more. The card issuer performs the currency exchange with the cardholder into the local currency as soon as it pays in the foreign currency, but it does not demand the exchange equivalent from the cardholder until the invoice is issued later, granting the cardholder a grace period for repayment. This leads to prohibition, as immediate exchange (hand-to-hand transaction) is a condition in currency exchange, which is not fulfilled in this type of card.

The evidence for this:

The jurists have unanimously agreed that, in currency exchange (şarf), it is a condition that both counter values be exchanged hand-to-hand before the parties separate — whether the exchange involves the same kind of currency (such as gold for gold or silver for silver) or different kinds²⁹.

Numerous and abundant texts have been reported indicating the obligation of immediate exchange in the same session and that both counter values must be present.

- It was narrated from Abu Sa‘id al-Khudri (may Allah be pleased with him) that the Messenger of Allah (peace and blessings be upon him) said: “Do not sell gold for gold unless it is equal in weight, and do not give one part more than another; and do not sell silver for silver unless it is equal in weight, and do not give one part more than another; and do not sell one that is absent for one that is present”³⁰.
- It was also narrated from Abu Hurayrah (may Allah be pleased with him) that the Messenger of Allah (peace and blessings be upon him) said: “Gold for gold, weight for weight, equal for equal; and silver for silver, weight for weight, equal for equal. Whoever increases or seeks an increase has engaged in usury (riba)”.

In a version narrated by a Muslim: “A dinar for a dinar, with no difference between them; and a dirham for a dirham, with no difference between them”³¹.

Therefore, it is not permissible for the cardholder to purchase dollars with dirhams nor to buy a commodity in a foreign currency, because the payment of what was purchased using the credit card will be deferred—and the textual evidence prohibits this. There is no disagreement among the Companions and the jurists regarding its prohibition.

What occurs in this case is an exchange of one currency for another, in which the actual delivery (exchange) may be delayed for more than two weeks. Ibn al-Mundhir reported the consensus of the jurists on the condition of immediate exchange in the same session, saying: “The scholars have unanimously agreed that if the two parties to a currency exchange separate before taking possession of the exchanged items, the exchange (ṣarf) is invalid”³².

(b) Stipulating a deferment in paying one of the counter values: In currency exchange (ṣarf), it is also a condition that the contract must be free from any stipulation of delay, and that both counter values be present at the time of the transaction. It is not permissible for either party to stipulate deferment; if one does, the exchange becomes invalid and falls under the category of *riba al-nasī’ah* (usury of deferment)³³.

In this transaction, the cardholder borrows from the issuer the amount due in foreign currency, to be repaid after a grace period in their local currency — and this constitutes a Sharia violation as well.

However, an exception to the prohibition is made in cases of necessity and overriding benefit — such as when the cardholder would otherwise face hardship or miss out on a legitimate need, like obtaining medical treatment, or purchasing food and drink, and similar essential matters³⁴.

Second: From the perspective of combining a loan and currency exchange in a single transaction:

In this arrangement, there is a combination of a loan and a currency exchange within one deal. Currency exchange, in its essence, is a form of sale—as previously mentioned—so it is not permissible to combine it with a loan in a single transaction, based on the Hadith: “It is not lawful to combine a sale and a loan.”³⁵ This is because such a combination may lead to favoritism in the exchange rate in return for the loan: the issuer sells the foreign currency at a higher rate in order

to gain benefit, effectively selling at whatever price he wishes due to the loan. Hence, this composition leads to prohibition, as a precaution against the suspicion of *riba* (usury)³⁶.

I say: This constitutes a combination of two contradictory elements within a single deal, as previously established by the Mālikī scholars who prohibited combining a sale—which here corresponds to currency exchange—with a loan, since a loan is based on benevolence and charity, while exchange is based on strictness and mutual bargaining.

7. Conclusion:

After this scholarly journey in studying **bank credit cards**, their **Islamic jurisprudential classification**, and the clarification of their **legal rulings**, the study reached a number of important findings and recommendations that can be summarized as follows:

- It has become clear that **credit cards** are among the **modern banking transactions** that require **precise Sharī‘ah-based classification** and that they differ in their **types and purposes**, necessitating the study of each type separately.
- The **jurisprudential classification** of these cards varies according to the **nature of the relationship** among the three parties involved: the **issuing bank**, the **cardholder**, and the **merchant**.
- The comparative study revealed a **divergence of opinion among contemporary jurists** concerning the ruling on dealing with credit cards, depending on the **conditions they contain** and the **obligations** that result from them.
- It was found that the **main point of disagreement** centers on the issue of **usurious (ribawī) interest** incurred due to **delayed repayment**, as well as the **annual issuance and renewal fees**.

- The study demonstrated the **possibility of providing Islamic alternatives** to conventional credit cards that can achieve the intended benefits **without violating Shari‘ah principles**.
- It was confirmed that **Islamic banks** are capable of offering **card services** that comply with **Islamic law**, through alternative contracts such as **benevolent loans (qard ḥasan)**, **agency (wakālah)**, and **leasing (ijārah)**.
- The study outlined the **Shari‘ah controls** that must be observed when dealing with such cards, including: avoiding **usury (ribā)** in all its forms, staying away from **excessive uncertainty (gharar)** and **ambiguity (jahālah)**, and adhering to **justice and transparency** in contracts.
- The researcher recommends that **Islamic financial institutions** work on developing **alternative Islamic card products** that meet clients’ needs without contravening Shari‘ah rulings.
- There is a clear need to establish **specialized Shari‘ah supervisory bodies** to **regularly review** card contracts and conditions, as well as to **promote Islamic financial awareness and education** among bank clients.
- More **in-depth jurisprudential research** is required on **modern financial and banking innovations**, and it is important to hold **specialized conferences and academic symposia** to discuss the **Shari‘ah issues** related to modern financial transactions.
- The importance of **communication and cooperation** between **Shari‘ah scholars** and **economic experts** is emphasized in order to find **practical solutions** for contemporary financial dealings.
- **Regulatory and supervisory authorities** should establish **clear regulations** for **Islamic credit cards** to distinguish them from conventional ones, and require **banks and financial institutions** to ensure **full transparency** in presenting card terms and conditions.

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- **Consumers** must verify the **Sharī‘ah rulings** before engaging with any type of bank card, carefully **read the contract terms and obligations**, and **prefer Islamic alternatives** whenever possible.

May Allah Almighty make this work **sincere for His noble sake**, benefit **students and researchers**, and grant us all success in what brings **goodness in this world and the Hereafter**. Peace and blessings be upon **our Prophet Muhammad**, his **family**, and his **companions**, abundantly.

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8. Foot notes:

¹ Lisān al-‘Arab by Ibn Manẓūr (1/302); Al-Qāmūs al-Muḥīṭ by Al-Fayrūzabādī

² Al-Nihāyah fī Gharīb al-Ḥadīth by Majd al-Dīn Ibn al-Athīr, Dār al-Kutub al-‘Ilmiyyah, Beirut–Lebanon, 1st ed., 1979: (1/135).

³ A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar, Dār al-Nafā’is, Amman–Jordan, 1st ed., 2009.

⁴ Bank Cards by ‘Abd al-Wahhāb Abū Sulaymān, Dār al-Qalam, Damascus–Syria, 2nd ed., 2003.

⁵ Contemporary Fiqh Issues by Nazīh Ḥammād; see also: The Nature of the Credit Card, a paper by Muḥammad Ra’fat, presented at the Electronic Banking Conference, Dubai Chamber of Commerce and Industry, May 10–11, 2003: (2/617).

⁶ Oxford Dictionary, entry “Credit Card” .

⁷ Credit Cards: Their Banking and Commercial Nature and Sharia Rulings by Bakr Abū Zayd, Al-Risālah Foundation, Beirut–Lebanon, 2nd ed., 1417 AH: .

⁸ Journal of the Islamic Fiqh Academy (Jeddah), Resolution No. 65/1/7, issued in 1412 AH, Vol. 7 (1/717).

⁹ Bank Cards by ‘Abd al-Wahhāb Abū Sulaymān .; see also: Credit Cards by Ṣiddīq Muḥammad al-Amīn al-Ḍarīr, presented at the Electronic Banking Conference, Dubai Chamber of Commerce and Industry, May 10–11, 2003 (2/643–644); and A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar .

¹⁰ Credit Cards from a Legal Perspective by Rif‘at Abādīr, presented in the Journal of Fatwa and Legislation Administration, Issue 4, 1984; see also: Credit Cards by Muḥammad ‘Abd al-Ḥalīm ‘Umar, presented at the Electronic Banking Conference, Dubai Chamber of Commerce and Industry, May 10–11, 2003 (2/666); Contemporary Fiqh Issues by Nazīh Ḥammād (p. 149).

¹¹ The same previous references; see also Contemporary Fiqh Issues by Nazīh Ḥammād (pp. 149–150), and Contemporary Fiqh Issues by ‘Abd al-Ḥaqq Ḥamīsh, Research and Studies Center, University of Sharjah, Sharjah–UAE, 1st ed., 2004.

¹² Journal of the Islamic Fiqh Academy (Jeddah), Vol. 7 (1/359–382).

¹³ Bank Cards by ‘Abd al-Wahhāb Abū Sulaymān .

¹⁴ Contemporary Fiqh Issues by Nazīh Ḥammād ; Credit Cards by Bakr Abū Zayd A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar .

¹⁵ Contemporary Fiqh Issues by Nazīh Ḥammād (p. 150); A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar .

¹⁶ Al-Mabsūt by Al-Sarakhsī (20/50); Al-Tāj wa al-Iklīl by Al-Mawwāq (5/100); Kashshāf al-Qinā’ by Al-Buhūtī (3/354).

¹⁷ A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar .

¹⁸ Tabyīn al-Ḥaqā’iq by Al-Zayla‘ī (4/288); Mawāhib al-Jalīl by Al-Ḥaṭṭāb (5/188); Rawḍat al-Ṭālibīn by Al-Nawawī (4/330); Kashshāf al-Qinā’ by Al-Buhūtī (3/489).

¹⁹ Payment and Credit Cards in Comparative Judicial Fiqh by ‘Abd al-Sattār al-Khuwailidī, Islamic Fiqh Academy, Saudi Arabia, 10th Session, 1421 AH – September 2000: (pp. 9–11); Credit Cards by Ṣiddīq Muḥammad al-Amīn al-Ḍarīr (2/643–644).

²⁰ Contemporary Fiqh Issues by Nazīh Ḥammād; The Legal and Sharia Rulings on Credit Cards in Islamic Jurisprudence by ‘Abd al-Ḥakīm Aḥmad Muḥammad ‘Uthmān, Dār al-Fikr al-Jāmi‘ī, Alexandria–Egypt, 1st ed., 2006; The Sharia Characterization of Credit Cards by ‘Abd Allāh ibn Muḥammad al-Ḥammādī, Al-Furqān Library, UAE, 1st ed., 2005.

²¹ Credit Card by Bakr Abū Zayd; The Rulings on Credit Cards by ‘Abd al-Ḥakīm Aḥmad .

²² Credit Cards by Ṣiddīq Muḥammad al-Amīn al-Ḍarīr (2/647); Contemporary Fiqh Issues by ‘Abd al-Ḥaqq Ḥamīsh .

²³ Credit Card by Bakr Abū Zayd); Contemporary Fiqh Issues by ‘Abd al-Ḥaqq Ḥamīsh .

²⁴ Contemporary Fiqh Issues by Nazīh Ḥammād; Contemporary Fiqh Issues by ‘Abd al-Ḥaqq Ḥamīsh .

²⁵ Contemporary Fiqh Issues by ‘Abd al-Ḥaqq Ḥamīsh .

²⁶ Previously cited.

²⁷ Al-Qabas fī Sharḥ al-Muwaṭṭa’ by Ibn al-‘Arabī (2/843); see also Al-Muwāfaqāt by al-Shāṭibī (3/144–146), and Bulghat al-Sālik by al-Ṣāwī (3/725).

²⁸ Credit Cards by ‘Abd al-Sattār Abū Ghuddah, in the Journal of the Islamic Fiqh Academy (Jeddah), Vol. 12 (3/490); Contemporary Fiqh Issues by Nazīh Ḥammād ; Composite Financial Contracts by ‘Abd Allāh al-‘Umrānī .

²⁹ Al-Baḥr al-Rā’iq by Ibn Nujaym (6/209); Bidāyat al-Mujtahid by Ibn Rushd (3/212); Al-Ḥawī al-Kabīr by al-Māwardī (5/77).

³⁰ Previously cited.

³¹ Narrated by Muslim in his Ṣaḥīḥ, Book of Musāqāh, Chapter on Currency Exchange and Selling Gold for Silver in Cash, Hadith No. 1588 (3/1212); and by Aḥmad in his Musnad, No. 7558 (12/517).

³² Al-Ijmā’ by Abū Bakr Muḥammad ibn al-Mundhir .

³³ Tuhfat al-Fuqahā’ by al-Samarqandī (3/28); Ḥāshiyat Kifāyat al-Ṭālib al-Rabbānī by al-‘Adawī (2/182); Al-Majmū’ by al-Nawawī (10/388); Kashshāf al-Qinā’ by al-Buhūtī (3/264).

³⁴ Contemporary Fiqh Issues by Nazīh Ḥammād; A Sharia Study of Credit Cards by ‘Umar Sulaymān al-Ashqar .

³⁵ Previously cited.

³⁶ Composite Financial Contracts by ‘Abd Allāh al-‘Umrānī.