

Journal of legal and social studies

Issn: 2507-7333

Eissn: 2676-1742

Options (Khiyār) in Islamic Jurisprudence: Types and Contemporary Applications

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Date of send: 02/06/2025	date of acceptance: 01/07/2025	Date of Publication: 01/09/2025
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Volume:10 / N°: 03(2025)

Abstract:

This research aims to introduce the concept of *khiyār* (option) in Islamic jurisprudence and to explore its various types as classified by the major Islamic legal schools, while also presenting a selection of modern applications. The study concludes that the Hanafi school recognizes seventeen types of *khiyār*; the Maliki school categorizes options into *khiyār al-tarawī* (reflection option) and *khiyār al-naqīṣa* (defect option), each comprising multiple subcategories. The Shafi'i school distinguishes between *khiyār al-tashahhi* (option of desire) and *khiyār al-naqīṣa*; the Hanbali school identifies eight types of *khiyār*; the Ibadi classification resembles the Maliki approach; and the Ja'fari (Twelver Shi'a) tradition defines seven types. Contemporary scholars have proposed alternative classifications based on the nature, subject matter, or purpose of the option. Despite these differences, scholars generally agree on four principal types: *khiyār al-majlis* (option of the session), *khiyār al-sharṭ* (stipulated option), *khiyār al-ʿayb* (defect option), and *khiyār al-ruʿya* (inspection option). The ultimate aim of these options is to ensure mutual satisfaction, which may be compromised in binding contracts. The study further highlights various modern implementations of these options in contemporary commercial practices.

Keywords: Khiyār, Islamic jurisprudence, types of options, Islamic legal schools, contemporary applications.

INTRODUCTION

Allah the Almighty has legislated trade and various forms of contractual agreements to facilitate the exchange of goods and services among people, in line with the principles of justice and mercy. The general rule concerning contracts is that they are binding and enforceable. However, certain contingencies may prevent the parties from executing a contract, thereby nullifying its legal consequences. Among such contingencies is *khiyār*, a legal mechanism that provides the contracting parties with a margin for reconsideration and caution before finalizing or annulling the contract.

Khiyār holds significant importance in financial transactions, both in commercial dealings and banking practices. It comprises a wide array of types and classifications, with jurists differing in the number and scope of recognized options—some taking a more expansive view, others more restrictive. Most modern researchers emphasize four principal types: *khiyār al-majlis*, *khiyār al-sharṭ*, *khiyār al-ʿayb*, and *khiyār al-ruʿya*. However, deeper examination of classical jurisprudence reveals numerous additional forms.

This study seeks to address the following research questions: What is the definition of *khiyār* in Islamic jurisprudence? What are its principal classifications across the different legal schools? And what are its most prominent contemporary applications?

To address these questions, the paper is structured into the following four main sections:

1. Conceptual Introduction to *Khiyār*
2. The Four Principal Types of *Khiyār*
3. Secondary Classifications of *Khiyār*
4. Contemporary Applications of *Khiyār*

Section One: Conceptual Framework of Khiyār

First Subsection: Definition of Khiyār

1. Lexical Definition

The Arabic lexicons unanimously agree that the term *khiyār* is derived from the concepts of preference, selection, and choice. In *Lisān al-‘Arab*, it is defined as “the noun form of ‘choosing’ (*ikhtiyār*). To say ‘khayyara’ someone is to give them the choice, and ‘khayyartu-hu’ means I gave him the option between two things.”¹ The Qur’an refers to this notion in the verse:

“And Moses chose seventy men from his people for Our appointment” (al-A‘rāf: 155).

Thus, *khiyār* linguistically refers to seeking the better of two alternatives—either to uphold the contract or to revoke it².

2. Technical Definition

Jurists have offered various definitions of *khiyār*, with some providing general definitions and others restricting the definition to specific types. Below are selected definitions across Islamic legal schools, both classical and contemporary:

- **Hanafi School:** As stated in *Majallat al-Aḥkām al-‘Adliyya*: “Khiyār is the state in which one of the contracting parties has the discretion to choose.”³ This definition has been criticized for lacking precision and clarity.
- **Maliki School:** Ibn ‘Arafa defines it as: “A suspended sale dependent initially on a probable ratification.”⁴ This suggests a conditional sale awaiting final approval.
- **Shafi‘i School:** “Khiyār is the choice between upholding or annulling the contract. The default ruling in sales is permanence since its goal is the transfer of ownership, which in turn necessitates usability, both of which imply permanence. However, the Sharī‘ah introduced *khiyār* as a concession for the contracting parties.”⁵
- **Hanbali School:** “A noun derived from the verb ‘to choose,’ referring to the ability to select the better of two outcomes.”⁶
- **Ibadi School:** Similar to the Maliki definition: “A suspended sale based on a probable ratification.”⁷

Contemporary Definitions:

- In *al-Ta‘rīfāt al-Fiqhiyyah*, *khiyār* is defined as: “The right of either party to choose whether to execute or abandon the contract.”⁸
- Ibn ‘Uthaymīn: “Khiyār is the ability to select between upholding or rescinding a contract, whether for the seller or the buyer.”⁹
- Al-Zuhaylī: “Khiyār allows either party to choose between continuing with or dissolving the contract, whether due to a stipulated condition, a defect, or the need for inspection.”¹⁰

In essence, contemporary definitions are reworded formulations of earlier definitions and largely converge on the same conceptual meaning.

Working Definition:

Khiyār is a contractual right granted to one or both parties, allowing either to uphold or annul the contract within a certain time frame or for a legitimate cause.

Second Subsection: The Rationale Behind the Legislation of Khiyār

The foundational principle of contracts in Islamic law is mutual consent, as it forms the basis for the lawful transfer and use of property. Allah says:

"O you who believe! Do not devour one another's wealth unjustly, unless it be through trade based on mutual consent among you..." (al-Nisā': 29)

To ensure genuine consent and protect the interests of both parties, the Sharī'ah permits stipulating a *khiyār* period. This grace period allows for reflection, consultation with experts, or further investigation of the object of sale.

Situations that compromise consent—such as concealed defects, deception, or significant loss in value—also warrant legal remedies through *khiyār*.

According to al-Lakhmī, *khiyār* serves three purposes:

1. To reflect on whether the price is fair.
2. To decide whether to commit to the purchase.
3. To inspect the item being sold.¹¹

Purpose:

The aim of legislating *khiyār* is to ensure authentic mutual consent by granting both parties the opportunity to deliberate and investigate, thus minimizing harm and hardship—goals that align with the higher objectives (*maqāṣid*) of Islamic law.

Third Subsection: Methods of Nullifying Khiyār

Islamic jurists have outlined several ways in which *khiyār* can be nullified, as found in the major jurisprudential texts. These can be broadly categorized into three principal modes¹²:

1. Explicit Waiver (*al-isqāṭ al-ṣarīḥ*)

This occurs when the party with the option states explicitly: "I waive the *khiyār*," or says, "I accept the sale," or "I forfeit the right to choose." Such statements nullify the *khiyār* and render the contract binding¹³.

2. Implicit Waiver (*al-isqāṭ dalālatan*)

This is inferred when the party acts in a way that signals consent to the contract, such as selling, gifting, leasing, inhabiting, or constructing on the

purchased property. These actions imply ownership and thus nullify the *khiyār*.¹⁴

3. Waiver by Necessity (*al-isqāt bi-ṭarīq al-ḍarūra*)

This includes cases such as:

- The agreed *khiyār* period expires without either party rescinding the contract¹⁵.
- The sold item perishes before delivery during the *khiyār* period, which invalidates the contract and extinguishes the option.
- If the party holding the *khiyār* becomes mentally incapacitated (due to insanity or coma), the ruling differs:
 - **Hanafi school:** The *khiyār* is nullified.
 - **Shafi'i and Hanbali schools:** The right of *khiyār* transfers to the legal guardian.¹⁶
- In the event of death:
 - **Hanafi and Hanbali schools:** The *khiyār* is extinguished.
 - **Maliki, Shafi'i, and Ibadi schools:** The *khiyār* is inheritable and passes to the heirs.¹⁷

Fourth Subsection: General Classifications of Khiyār

The classification of *khiyār* varies across Islamic legal schools and among contemporary scholars. Below are the principal frameworks:

1. Classifications by Classical Jurists

- **Hanafi School:** Identifies seventeen types of *khiyār*, including¹⁸:
 - *Khiyār al-shart* (stipulation)
 - *Khiyār al-ru'ya* (inspection)
 - *Khiyār al-ʿayb* (defect)
 - *Khiyār al-waṣf* (description)
 - *Khiyār al-naqd* (cash payment)
 - *Khiyār al-ta'yīn* (designation)
 - *Khiyār al-ghabn* (fraud with deceit)
 - *Khiyār al-kammiyya* (quantity)
 - *Khiyār al-istihqāq* (preemption)
 - *Khiyār al-tadlīs al-fī lī* (deceptive conduct)
 - *Khiyār kashf al-ḥāl* (disclosure of state)
 - *Khiyār al-khiyāna fī al-murābaḥa wa al-tawliya* (fraud in trust sales)

- *Khiyār tafrīq al-ṣafqa* (partial loss in composite sales)
- *Ijāzat 'aqd al-faḍūlī* (ratification of unauthorized contracts)
- *Talaqqu al-rukkān*, and others.
- **Maliki School:** Divides *khiyār* into two main types¹⁹:
 - *Khiyār al-tarawī* (deliberation), which includes conditions set by either party.
 - *Khiyār al-naqīṣa* (defect), based on faults or third-party claims.
- **Shafi'i School:** Identifies two broad categories²⁰:
 - *Khiyār al-tashahhi* (personal preference), such as conditions or same-session options.
 - *Khiyār al-naqīṣa* (deficiency), arising from defects or discrepancies.
- **Hanbali School:** Lists eight categories, including:²¹
 - *Khiyār al-majlis*, *al-shart*, *al-ghabn*, *al-tadlīs*, *al-'ayb*, *al-khiyāna*, disagreement over price or rent, and *tafrīq al-ṣafqa*.
- **Ibadi School:** Similar to the Maliki classification, with *khiyār al-tarawī* and *khiyār al-naqīṣa*.²²
- **Ja'fari (Shi'a) School:** Enumerates seven types²³, including *khiyār al-majlis*, *khiyār al-ḥayawān* (animal), *khiyār al-shart*, *ghabn*, non-payment, defect, and inspection.

2. Contemporary Classifications

Modern scholars classify *khiyār* based on various analytical frameworks²⁴:

- **a. By Nature (Legal Source):**
 - **Judicial (ḥukmī):** Originates directly from Sharī'ah law, requiring no explicit condition (e.g., *khiyār al-'ayb*).
 - **Volitional (irādī):** Arises from contractual stipulations (e.g., *khiyār al-shart*, *al-naqd*, *al-ta'yīn*).
- **b. By Purpose:**
 - **Reflective (tarawī):** For careful consideration—e.g., options arising from conditions or shared sessions.
 - **Deficiency-based (naqīṣa):** Arising from unmet expectations or hidden flaws.
- **c. By Subject Matter:**
 - **Reflective Options:** *Majlis*, *shart*, *qubūl* (acceptance).
 - **Deficiency Options:** *'ayb*, *istihqāq*, partial loss.
 - **Ignorance-Related Options:** *Ru'ya*, *kammiyya*, *kashf al-ḥāl*, *ta'yīn*.
 - **Deception-Based Options:** *Tadlīs*, *najsh*, *talaqqī al-rukkān*.
 - **Fraud Options:** *Ghabn*, particularly in transactions with minors or dependents.

- **Trust Options:** Pertaining to *murābaḥa*, *tawliya*, and *muwāḍaʿa*.
- **Failure to Deliver:** *Naqd*, inability to deliver, insolvency.

Section Two: The Four Principal Types of Khiyār

These are the four options upon which the majority of Islamic legal schools agree:

1. **Khiyār al-Majlis** (Option of the Contract Session)
2. **Khiyār al-Shart** (Stipulated Option)
3. **Khiyār al-ʿAyb** (Option Due to Defect)
4. **Khiyār al-Ruʿya** (Option Upon Inspection)

They are termed “principal” because the remaining options either intersect with or are subsumed under them.

First Type: Khiyār al-Majlis (Option of the Contract Session)

A. Definition

Khiyār al-majlis is the right of either party to annul a concluded sale contract as long as both remain in the same physical session and have not physically parted ways, unless one of them grants the other a conclusive choice and he accepts it.²⁵

B. Legal Basis

This option is deemed valid and legislated by the **Shāfiʿī**²⁶ and **Ḥanbalī**²⁷ schools, as well as by scholars like **Sufyān al-Thawrī** and **Ishāq**²⁸, based on multiple authentic hadiths:

“The two parties to a sale have the right of option as long as they have not separated. If they are truthful and transparent, they will be blessed in their transaction, but if they lie and conceal, the blessing will be erased.”²⁹ (*Sahih al-Bukhari and Muslim*)

The Shāfiʿīs maintain that “separation” means physical parting, even if the meeting is long or they walk together a distance—the standard is social custom³⁰. **The Ḥanbalīs** agree: the option remains until the physical separation occurs unless the option is explicitly waived³¹.

However, **Mālikīs**³², **Ḥanafīs**³³, **Ibadīs**³⁴, and **Imāmī Shīʿa**³⁵ do not recognize this type. They consider the contract binding upon verbal agreement, regardless of whether the parties remain in the same location.

Ibn Juzayy stated:

“Khiyār al-majlis is invalid according to Mālik, the seven jurists of Madinah, and Abū Ḥanīfah. The sale is concluded upon verbal agreement, regardless of physical separation.”³⁶

C. Key Features

1. Separation is determined by customary standards; physical distancing terminates the option, not mere delay or standing together³⁷.

2. Applies to binding bilateral contracts, such as sales, leases, and financial exchanges³⁸.
3. If one party dies during the session, the ruling varies:
 - Shāfi'īs: The option passes to heirs.
 - Ḥanbalīs: The option is extinguished.
 - If one party becomes mentally incapacitated, the option transfers to the legal guardian.³⁹

Second Type: Khīyār al-Sharṭ (Stipulated Option)

A. Definition

A condition-based right allowing one or both parties to cancel the contract within an agreed-upon period⁴⁰. For example:

“I buy this item on the condition that I have the right to return it within three days.”⁴¹

B. Legal Basis

All four Sunni schools—and others—permit this option, except the **Zāhirī** school⁴². Evidences include:

- Hadith of Ibn 'Umar: “If you sell, say: ‘No deception.’”⁴³
- The Prophet ﷺ said: “The Muslims are bound by their conditions, unless a condition makes something unlawful lawful, or the lawful unlawful.”⁴⁴

C. Duration of the Option

Scholars differ on the maximum period:

- **Abū Ḥanīfah**: Maximum of three days.**Abū Yūsuf and Muḥammad (Ḥanafī colleagues)**: Any agreed time is valid⁴⁵.
- **Mālikīs**: Duration varies by item type—longer for real estate, shorter for perishables.⁴⁶
- **Shāfi'īs**: Limited to three days.⁴⁷
- **Ḥanbalīs** and **Ibadīs**: Any mutually agreed period is permissible⁴⁸.
- **Imāmī Shī'a**⁴⁹: Requires a defined, fixed period.

If the condition is left open-ended:

- Some scholars (e.g. al-Thawrī, Ibn Jinnī) allow indefinite options.
- Mālik: Valid, but the judge must impose a time limit.
- Abū Ḥanīfah and al-Shāfi'ī: Invalid—contract becomes void.⁵⁰

D. Key Features

1. Applies only to binding bilateral contracts (e.g., sale, lease, partnership), not unilateral ones like gifts or loans⁵¹.
2. Option duration begins from the time of contract conclusion⁵².
3. If the period expires without action, the contract becomes binding⁵³.
4. Not allowed in **salam** (forward sales) and **ṣarf** (currency exchange), due to the requirement of immediate possession⁵⁴.
5. The option may be granted to a third party (e.g., a guardian or arbitrator).⁵⁵

6. Disagreement exists on inheritance of this option⁵⁶:
 - Mālikīs, Shāfi'īs, Ibadis: Inheritable.
 - Ḥanafīs, Ḥanbalīs: Not inheritable.
7. Liabilities and benefits during the option period⁵⁷:
 - **Ḥanafīs & Mālikīs**: Seller bears risk and gains.
 - **Ḥanbalīs**: Buyer bears both (based on the maxim "profit is tied to liability")⁵⁸.
8. Option may be nullified by explicit or implicit actions (e.g., resale, construction).
9. Invalid conditions (e.g., ambiguous timeframes) void the contract in some views (Mālik, Shāfi'ī), while others (Abū Ḥanīfah) consider only the condition void.⁵⁹

Third Type: Khiyār al-ʿAyb (Option Due to Defect)

A. Definition

Khiyār al-ʿayb refers to the buyer's right to annul the sale upon discovering a defect in the purchased item that reduces its value⁶⁰. The buyer then may choose either to accept the item at full price or return it to the seller⁶¹.

B. Legal Basis

There is consensus among jurists that if a hidden defect is discovered in the sold item—one unknown to the buyer at the time of contract—then the buyer has the right to either:

- Accept the item with compensation for the defect (known as *arsh*), or
- Rescind the contract and receive a full refund⁶².

Evidence includes:

- **Qur'anic verse**: "...Unless it is a trade conducted by mutual consent among you..." (al-Nisā': 29)
The existence of a defect contradicts full consent, hence justifying the option.
- **Prophetic tradition**: "A Muslim is the brother of another Muslim; it is not lawful for one to sell to his brother a product that contains a defect without disclosing it."⁶³
(*Sunan Ibn Mājah*)

C. What Qualifies as a Defect?

- **Ḥanafīs**: A defect is any condition that would reduce the market price in the view of merchants⁶⁴.
- **Mālikīs**: It includes any deviation from the item's natural or lawful condition that affects price⁶⁵.
- **Shāfi'īs**: Any flaw that lessens value or utility, even if it is not visible⁶⁶.
- **Ḥanbalīs**: What the trade custom deems as a defect suffices for invoking the option⁶⁷.

D. Conditions and Limitations⁶⁸

- The defect must be preexisting (prior to contract or delivery).
- The defect must not be removable without hardship.
- The buyer must have been unaware of the defect at the time of sale.
- The seller must not have disclaimed liability for defects (e.g., via a general waiver).
- If the buyer acts upon the item (e.g., resells it) after discovering the defect, the right is waived.

E. Key Features⁶⁹:

- Applies only to binding contracts involving tangible goods (e.g., sale, lease).
- Evaluation of defects is subject to expert opinion and market custom.
- The buyer can choose:
 - To return the item and reclaim the price, or
 - To keep it and claim compensation.
- If the defect is found in part of a bulk sale, scholars differ: return the whole lot or just the defective portion.
- If the defect is disputed, credible testimony or expert opinion is required.
- The *arsh* is calculated as the difference between the value of the item in perfect condition and in its defective state.

Fourth Type: Khiyār al-Ru'ya (Option Upon Inspection)

A. Definition

Khiyār al-ru'ya grants the buyer the right to annul the contract if, upon inspecting the item for the first time (having not seen it before the sale), it is found not to match expectations or agreed-upon descriptions⁷⁰.

Alternatively:

"It is the buyer's right to either confirm or revoke the contract upon viewing the sold item, if it had not been seen at the time of the sale or within a customary period beforehand."⁷¹

B. Legal Basis

The majority of scholars⁷², including Ḥanafīs, Mālikīs, Ḥanbalīs, and Zāhirīs, validate this option for unseen goods. The Shāfi'īs are divided⁷³.

Evidences include:

- The hadith reported by Abū Hurayrah:
 "Whoever buys something he has not seen, then he has the option upon seeing it."⁷⁴
 Though weak in chain, this hadith is supported by:
 - Reports from the Companions (e.g., 'Uthmān and Ṭalḥah), where both claimed the right of revocation for unseen property, and the matter was judged in their favor by consensus⁷⁵.

C. Key Features⁷⁶:

- The option is established by Sharī‘ah, without the need for explicit stipulation.
- Applies to tangible goods sold in their actual form—not in described or deferred delivery contracts such as *salam*.
- Begins at the moment of first inspection.
- Ends when the buyer takes action indicating approval (use, sale, etc.).
- If a buyer previously saw the item and buys it later knowing it is the same, the option does not apply—unless the item has materially changed.
- If the item was sold by reference to a sample (*anūdhaj*), the inspection of the sample suffices.
- If dispute arises about whether the item matches its description, the buyer's word is accepted (with an oath) due to their weaker position.
- Inheritance of this option is disputed:
 - **Ḥanafīs**: It is non-transferable as it is personal.
 - **Mālikīs & Shāfi‘īs**: It is inheritable.

Section Three: Secondary Types of Khiyār

This section presents a set of *khiyār* types over which jurists differed regarding their classification. Some consider them independent categories, while others subsume them under the principal types (e.g., under *khiyār al-sharṭ* or *khiyār al-‘ayb*)—depending on whether they arise from reflection or deficiency.

1. Khiyār al-Ta‘yīn (Option of Selection)

Definition:

This occurs when a buyer purchases one item out of several, leaving the choice open for later determination. For example, a buyer agrees to purchase one of three garments, with the right to choose which specific item within a defined period⁷⁷.

Ruling:

Permitted by Abū Ḥanīfah and his colleagues due to public need, while the Shāfi‘īs, Ḥanbalīs, and Zafar (a Ḥanafī) disallow it⁷⁸.

Conditions (according to the Ḥanafīs)⁷⁹:

- Selection must be from three items or fewer.
- The items must differ in description or value.
- Each must have a clearly stated price.
- A fixed time period for selection must be stipulated.

Features⁸⁰:

- Inheritable—if the buyer dies before choosing, the right passes to the heir.
- Applicable only to commutative contracts (e.g., sale, barter)⁸¹.

2. Khiyār al-Naqd (Option of Cash Payment)

Definition:

Occurs when the buyer agrees to purchase on the condition that payment be made in cash within a set period—otherwise the sale is void⁸².

Ruling:

Recognized by Ḥanafīs and Ḥanbalīs (and one view among the Mālikīs), while the Shāfi'īs and some Mālikīs reject it as a corrupt condition that invalidates the sale⁸³.

Conditions⁸⁴:

- The condition must be explicitly stated during contract formation.
- The duration must be known and definite.
- The option must not apply to contracts requiring immediate delivery (e.g., *ṣarf* or *salam*).

3. Khiyār al-Ghabn (Option Due to Fraudulent Overpricing)**Definition:**

Applies when a party is deceived into agreeing to an unfair price, either by the other party or an intermediary like a broker⁸⁵.

Ruling:

- Most jurists prohibit deception but allow this *khiyār* only for those with limited financial understanding (e.g., minors, mentally weak), and only if explicitly stipulated.
- The Ḥanbalīs and a view in the Mālikī school recognize the option for any party subject to excessive fraud⁸⁶.

Examples⁸⁷:

- *Talaqqī al-rukkān*: intercepting rural sellers before they reach the market.
- *Najsh*: inflating bids without intention to buy.
- Buyer ignorance: e.g., paying far more than market value due to inexperience.

4. Khiyār al-Kammiyya (Option Due to Quantity Ignorance)**Definition:**

Applies when the quantity of the object or price is unknown at the time of sale (e.g., buying the contents of a sealed jar without measurement)⁸⁸.

Note:

Distinct from *khiyār al-ru'ya*, which involves inspection of the physical attributes, not quantity⁸⁹.

5. Khiyār al-Istihqāq (Option of Preemption Due to Ownership Claims)**Definition⁹⁰:**

Applies when the sold item (or part of it) is later discovered to be owned by a third party. The buyer then has the option to:

- Accept the remaining item (if divisible), or
- Cancel the contract entirely.

Distinction:

- Before delivery: full revocation allowed.
- After delivery: compensation is due if divisible and undamaging⁹¹.

6. Khiyār al-Tadlīs al-Fi‘lī (Option Due to Active Deception)

Example:

Case of tasrīya: seller prevents a dairy animal from suckling so that its milk accumulates, misleading the buyer⁹².

Ruling:

Some jurists categorize this under *khiyār al-‘ayb* because it is based on deception that impacts value⁹³.

7. Khiyār Kashf al-Ḥāl (Option of Status Disclosure)

Definition:

Applies in sales based on unknown weights or measures (e.g., buying gold by the weight of an unidentified stone)⁹⁴.

Outcome:

Buyer retains the right to void or uphold the sale upon discovering actual quantity or condition.

8. Khiyār al-Khiyāna fī al-Murābaḥa wa al-Tawliya (Option Due to Breach of Trust in Cost-Based Sales)

Definition:

Occurs in sales based on cost disclosure (*murābaḥa* = profit over cost; *tawliya* = no profit) where the seller is found to have lied about the cost⁹⁵.

Ruling:

- In *murābaḥa*: buyer may void the sale or demand compensation⁹⁶.
- In *tawliya*: buyer may insist on a price reduction proportionate to the deception⁹⁷.

9. Khiyār Fawāt al-Waṣf (Option of Missing Desired Attribute)

Definition:

Applies when the purchased item lacks a critical, stipulated feature (e.g., a cow advertised as milking that is barren). Buyer may annul the contract or accept the item as-is⁹⁸.

10. Khiyār Tafrīq al-Ṣafqa (Option in Divided Transactions)

Definition⁹⁹:

When a single contract includes both valid and invalid items (e.g., halal and haram goods), or when part of a combined sale is lost or defective.

Ruling:

- If the invalid item is central, the whole deal is void.
- If incidental, the buyer may accept the rest with price adjustment or annul the deal.

11. Khiyār ‘Aqd al-Faḍūlī (Option in Unauthorized Transactions)

Definition:

When a person contracts on behalf of another without prior authorization, the actual owner may approve or revoke the contract¹⁰⁰.

Note:

This option is personal and, according to some (e.g., Ḥanafīs), not inheritable.

12. Khiyār Ta‘alluq Ḥaqq al-Ghayr (Option Due to Third-Party Rights)¹⁰¹

Examples:

- **Leased Item:** Buyer discovers the purchased property is under lease—he may wait or cancel.
- **Mortgaged Item:** Buyer may either accept the item or wait until the mortgage is resolved¹⁰².

Section Four: Contemporary Applications of Khiyār Types

This section illustrates how classical concepts of *khiyār* have been applied or adapted in modern economic and commercial contexts, particularly in light of evolving trade mechanisms and consumer protection regulations.

First Subsection: Modern Applications of the Four Principal Options

1. Khiyār al-Shart (Stipulated Option)

Contemporary Application:

- **Cooling-off periods** in installment sales or online purchases allow the buyer to reconsider within a set time frame (e.g., 3–7 days).
- Common in e-commerce and digital transactions, where users may cancel orders before shipment.

2. Khiyār al-Majlis (Session Option)

Contemporary Application:

- In electronic sales (e.g., online or phone-based contracts), the “session” is interpreted as continuing until the parties press a "confirm" button or end the call.
- Some jurisdictions extend this to in-person contracts if concluded in a single uninterrupted exchange.

3. Khiyār al-‘Ayb (Defect Option)

Contemporary Application:

- Consumer protection laws in many Islamic countries allow customers to return defective products after purchase, including factory defects and functional deficiencies.
- Often backed by warranties or return policies.

4. Khiyār al-Tadlīs (Deception Option)

Contemporary Application:

- Misleading product images, false descriptions, or overstatements in online sales may entitle the buyer to cancel the transaction and seek compensation.
- Recognized under laws combating fraudulent advertising and digital marketing misconduct.

5. Khiyār al-Tarawī / Consumer Right of Withdrawal

Contemporary Application:

- Policies offering returns without justification within a fixed period (e.g., 7 days) in retail and online stores.
- Often justified under *khiyār al-sharṭ* or *khiyār al-tarawī* (option of deliberation).

Second Subsection: Contemporary Transactions and Their Juristic Classification

1. E-Commerce Transactions

- **Right to Return in Online Stores**
Fiqhī Classification: Falls under *khiyār al-ru'ya* (if unseen before purchase) or *khiyār al-sharṭ* (if stipulated), and may also relate to *khiyār al-'ayb* if product is defective.
- **Trial Periods for Software or Applications**
Fiqhī Classification: Analogous to *khiyār al-tajriba* (trial option), which is a form of *khiyār al-sharṭ*.

2. Financial Markets and Derivatives

- **Options Contracts (Call & Put Options)**
Juristic Status:
 - **Contested** among contemporary scholars.
 - **Opposing View:** Considered invalid due to excessive *gharar* (uncertainty) and speculative nature akin to gambling.
 - **Permissive View:** Permissible if the contract is backed by actual underlying assets and complies with Sharī'ah objectives.

3. Service Contracts (e.g., Travel, Tourism)

- **Cancellation Clauses in Travel Bookings**
Fiqhī Classification:
 - Treated as *khiyār al-sharṭ*.
 - Particularly relevant in cases involving force majeure or changed circumstances.

Sharī'ah Guidelines:

- Cancellation period must be clearly defined.
- All conditions and penalties must be transparent.
- Neither party should be unduly harmed.

4. Real Estate and Housing Projects

- **Buyer's Option in Off-Plan Property Sales**

Fiqhī Classification:

- Sale resembles *salam* (forward sale).
- Buyer retains *khiyār al-ru'ya* (inspection) upon final delivery.
- Validity is contingent upon fulfillment of promised specifications.

Sharī'ah Guidelines for Modern Applications of Khiyār

To ensure the legitimacy of contemporary applications of contractual options, the following principles should be upheld:

1. Clarity and Transparency

- Terms of the *khiyār*, including duration and conditions, must be explicitly stated and mutually understood.

2. Reasonable Time Frames

- The duration of the option must strike a fair balance, serving both parties without causing unjust delay or prejudice.

3. Avoidance of Gharar (Excessive Uncertainty)

- Contracts should avoid ambiguity that could lead to disputes or legal instability.

4. Justice and Equity

- The distribution of risk and benefit should be just, and no party should exploit the terms to gain undue advantage.

CONCLUSION

Based on the preceding discussion and analysis, the following conclusions can be drawn:

- **Definition:**

Khiyār is a legal right granted to either or both contracting parties, enabling them to uphold or annul the contract within a certain timeframe or under specific conditions.

- **Wisdom and Objective:**

The purpose of legislating *khiyār* is to ensure full satisfaction (*riḍā*) and fairness for both parties. It grants time for deliberation, consideration of interest, and inspection of the subject matter, thereby promoting ease and removing hardship in alignment with the objectives of Islamic law (*maqāṣid al-sharī'a*).

- **Means of Nullifying Khiyār:**

1. **Explicit Waiver:** Direct renunciation of the option.
2. **Implied Waiver:** Conduct that indicates acceptance of the contract.
3. **Necessitated Waiver:** Such as expiration of the option period or destruction of the item sold.

- **Juristic Diversity:**

- The Hanafi school identifies **seventeen** types of *khiyār*.

- The Maliki school categorizes *khiyār* into two main types:
 - *Khiyār al-tarawī* (deliberation) — i.e., optional by condition
 - *Khiyār al-naqīṣa* (deficiency) — due to defect, deception, or imbalance
- The Shafi‘is divide *khiyār* into:
 - *Khiyār al-tashahhi* (personal preference)
 - *Khiyār al-naqīṣa* (deficiency)
- The Hanbalis identify **eight** distinct types.
- The Ibadi classification mirrors the Maliki one.
- The Imamiyya (Shi‘a) recognize **seven** forms.
- **Contemporary Classifications:**
 0. **By Nature:** Judicial (*ḥukmī*) vs. Volitional (*irādī*).
 1. **By Objective:** Deliberation vs. Deficiency.
 2. **By Subject Matter:** Options related to reflection, deficiency, ignorance, deception, trust, execution failure, delivery issues, etc.
- **The Four Principal Options**—*Khiyār al-majlis*, *al-shart*, *al-‘ayb*, and *al-ru‘ya*—are unanimously accepted across schools and form the foundation upon which secondary types are built.
- **Interrelation of Options:**
Many secondary options overlap with, or are derived from, principal ones. For example, *khiyār al-ghabn* and *khiyār al-tadlīs* may fall under *khiyār al-‘ayb*.
- **Modern Relevance:**
Khiyār remains a dynamic and practical tool in contemporary Islamic finance and commerce. It supports contractual fairness, consumer protection, and legal adaptability in various industries including e-commerce, banking, housing, and service sectors.
- **Sharī‘ah-Compliant Contractual Integrity:**
The principle of *khiyār* ultimately serves to preserve mutual consent, rectify imbalance, and uphold ethical dealing—all of which are integral to the spirit of Islamic jurisprudence.

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- ³⁶- Ibn Juzayy, *Al-Qawanin al-Fiqhiyya*, p. 180; Al-Hattab, *Mawahib al-Jalil*, vol. 4, p. 409.
- ³⁷- Al-Sharbini, *Al-Iqna'*, p. 302; Al-Bahuti, *Al-Rawd al-Murabba'*, p. 378; Al-Zuhayli, *Al-Fiqh al-Islami wa Adillatuhu*, vol. 4, p. 3106.
- ³⁸- Al-Nawawi, *Minhaj al-Talibin*, p. 99. Al-Kaludhani, *Al-Hidaya 'ala Madhhab al-Imam Ahmad*, p. 235.
- ³⁹- Al-Sharbini, *Al-Iqna'*, p. 302; Al-Bahuti, *Al-Rawd al-Murabba' Sharh Zad al-Mustaqni'*, p. 378.
- ⁴⁰- Al-Tahanawi, Muhammad ibn 'Ali. *Mawsu'at Kashaf Istilahat al-Funun wa al-'Ulum*. Edited and supervised by Dr. Rafiq al-Ajam, verified by Dr. 'Ali Dahrouj, translated by 'Abdullah al-Khalidi. Beirut: Maktabat Lubnan Nashirun, 1st edition, 1996, vol. 1, p. 766. Al-Burukti, *Al-Ta'rifat al-Fiqhiyya*, p. 90.
- ⁴¹- Al-Zuhayli, *Al-Fiqh al-Islami wa Adillatuhu*, vol. 4, p. 3109.
- ⁴²- Ibn Abidin, **al-Durr al-Mukhtar**, 4/565. Al-Hattab, **Mawahib al-Jalil**, 4/409. Al-Sharbini, **al-Iqna'**, pp. 301-302. Al-Bahuti, **al-Rawd al-Murabba' Sharh Zad al-Mustaqni'**, pp. 379-387. Atfeesh, **Sharh al-Nayl wa Shifa' al-'Alil**, 17/107. Al-Muhaqqiq al-Hilli, **Shara'i' al-Islam fi Masa'il al-Halal wal-Haram**, 2/26-29. Ibn Hazm, Abu Muhammad Ali ibn Ahmad ibn Sa'id al-Andalusi al-Qurtubi al-Zahiri, **al-Muhalla bil Athar**, (Dar al-Fikr – Beirut, undated), 7/253.

⁴³ - “No deception” (La Khalaba) — no trickery: Reported by al-Bukhari in **Sahih al-Bukhari**, verified by Muhammad Zuhair bin Nasser al-Nasser, (Dar Tawq al-Najah, 1st ed., 1422 AH), Hadith no. 2117, Book of Sales (Kitab al-Buyu‘), Chapter on what is disliked regarding deception in sale, 3/65; also reported by Muslim in **Sahih Muslim**, verified by Muhammad Fu‘ad Abd al-Baqi, (Dar Ihya’ al-Turath al-Arabi – Beirut, undated), Hadith no. 1533, Book of Sales, Chapter on those who deceive in sale, 3/1165.

⁴⁴ - Reported by al-Tirmidhi in **Sunan al-Tirmidhi**, verified by Muhammad Fu‘ad Abd al-Baqi, (Maktabat wa Matba‘at Mustafa al-Babi al-Halabi – Egypt, 2nd ed., 1395 AH), Hadith no. 1352, Book of Judgments (Abwab al-Ahkam), Chapter on what the Prophet (peace be upon him) said about reconciliation among people, 3/627. al-Tirmidhi said: This hadith is Hasan Sahih (good and authentic).

⁴⁵ - al-Shaybani, **al-Asl al-Ma‘ruf bi al-Mabsut**, 5/123.

⁴⁶ - Ibn ‘Abd al-Barr, Abu ‘Umar Yusuf ibn ‘Abd Allah ibn ‘Asim al-Namri al-Qurtubi, **al-Kafi fi Fiqh Ahl al-Madina**, verified by Muhammad Muhammad Ahid Walad Madik, (Maktabat al-Riyadh al-Haditha, Saudi Arabia, 2nd ed., 1400 AH), 2/702. Ibn Rushd, **Bidayat al-Mujtahid**, 3/225.

⁴⁷ - al-Nawawi, **Minhaj al-Talibin**, p. 100.

⁴⁸ - al-Kulthani, **al-Hidaya ‘ala Madhhab al-Imam Ahmad**, p. 236. Atfeesh, **Sharh al-Nayl wa Shifa’ al-‘Alil**, 14/373.

⁴⁹ - al-Muhaqqiq al-Hilli, **Shara’i‘ al-Islam fi Masa’il al-Halal wal-Haram**, 2/27.

⁵⁰ - Ibn Rushd, **Bidayat al-Mujtahid**, 3/226.

⁵¹ - al-Kulthani, **al-Hidaya ‘ala Madhhab al-Imam Ahmad**, p. 236. al-Zuhaili, **al-Fiqh al-Islami wa Adillatuh**, 4/3109.

⁵² - al-Bahuti, **al-Rawd al-Murabba’**, p. 379. al-Zuhaili, **al-Fiqh al-Islami wa Adillatuh**, 4/3112.

⁵³ - The two previous sources.

⁵⁴ - The two previous sources.

⁵⁵ - Ibn Rushd, **Bidayat al-Mujtahid**, 3/226. Atfeesh, **Sharh al-Nayl wa Shifa’ al-‘Alil**, 17/120.

⁵⁶ - Ibn Rushd, **Bidayat al-Mujtahid**, 3/227. al-Bahuti, **al-Rawd al-Murabba’**, p. 381, Atfeesh, **Sharh al-Nayl wa Shifa’ al-‘Alil**, 17/125.

⁵⁷ - al-Dusuqi Muhammad ibn Ahmad ibn ‘Arafa al-Maliki, **Hashiyat al-Dusuqi ‘ala al-Sharh al-Kabir**, (Dar al-Fikr, undated), 3/103. al-Zuhaili, **al-Fiqh al-Islami wa Adillatuh**, 4/3114.

⁵⁸ - al-Bahuti, **al-Rawd al-Murabba’**, p. 381. Omar Suleiman al-Ashqar, “Khayar al-Shart fi al-Buyu‘ wa Tatbiqatuh fi Mu‘amalat al-Masarif al-Islamiyya,” in *Buhooth Fiqhiyya fi Qadhaya Iqtisadiyya Mu‘asira*, (Dar al-Nafa’is, Jordan, 1st ed., 1998), 2/575-578.

⁵⁹ - Ibn Rushd, **Bidayat al-Mujtahid**, 3/228, Atfeesh, **Sharh al-Nayl wa Shifa’ al-‘Alil**, 17/120.

⁶⁰ - al-Tahanawi, **Kashaf Istilahat al-Funun wal-‘Ulum**, 1/766. al-Burukti, **al-Ta‘rifat al-Fiqhiyya**, p. 90.

⁶¹ - al-Zuhaili, **al-Fiqh al-Islami wa Adillatuh**, 4/3116

⁶² - Ibn Abidin, **al-Durr al-Mukhtar wa Hashiyat Ibn ‘Abidin**, 4/565. al-Hattab, **Mawahib al-Jalil**, 4/409. al-Sharbini, **al-Iqna’**, pp. 301-302. al-Bahuti, **al-Rawd al-Murabba’**, pp. 379-387. Ibn Hazm, **al-Muhalla**, 4/459, 574, Atfeesh, **Sharh al-Nayl wa Shifa’ al-‘Alil**, 17/107, al-Muhaqqiq al-Hilli, **Shara’i‘ al-Islam fi Masa’il al-Halal wal-Haram**, 2/26-29.

⁶³ - Reported by Ibn Majah in **Sunan Ibn Majah**, verified by Shu‘aib al-Arna’ut and others, (Dar al-Risala al-‘Alamiya, 1st ed., 1430 AH), Hadith no. 2246, Chapter on "Whoever sells a

defective item must disclose it," Book of Trade, 3/356. al-Muhaqqiq al-Arna'ut said: The chain is Hasan (good).

⁶⁴ - Ibn Abidin, **al-Durr al-Mukhtar wa Hashiyat Ibn 'Abidin**, 5/4.

⁶⁵ - Ibn Rushd, **Bidayat al-Mujtahid**, 3/191.

⁶⁶ - al-Nawawi, **Minhaj al-Talibin**, p. 100.

⁶⁷ - al-Bahuti, **al-Rawd al-Murabba'**, p. 382.

⁶⁸ - Ibn Abidin, **al-Durr al-Mukhtar wa Hashiyat Ibn 'Abidin**, 5/5. al-Sharbini, **al-Iqna'**, p. 304.

⁶⁹ - Ibn Abidin, **al-Durr al-Mukhtar wa Hashiyat Ibn 'Abidin**, 5/5, Ibn Rushd, **Bidayat al-Mujtahid**, 3/191-196. al-Sharbini, **al-Iqna'**, p. 304-305. al-Bahuti, **al-Rawd al-Murabba'**, p. 383-384. al-Zuhaili, **al-Fiqh al-Islami wa Adillatuh**, 4/3118-3121.

⁷⁰ - Al-Tahānawī, **Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm**, 1/766; al-Barkatī, **al-Ta'rifāt al-Fiqhiyyah**, p. 90.

⁷¹ - Al-Zuhaylī, **al-Fiqh al-Islāmī wa-Adillatuh**, 4/3123.

⁷² - Al-Kasānī, **Badā'i' al-Ṣanā'i'**, 5/292; Ibn Rushd, **Bidayat al-Mujtahid**, 3/174; Ibn Qudāmah, **al-Mughnī**, 3/495; Ibn Ḥazm, **al-Muḥallā**, 7/214.

⁷³ - Al-Māwardī, **Abū al-Ḥasan 'Alī ibn Muḥammad, al-Ḥawī al-Kabīr fī Fiqh Madhhab al-Imām al-Shāfi'i**, ed. 'Alī Muḥammad Mu'awwad, 'Adil Aḥmad 'Abd al-Mawjūd, (Dār al-Kutub al-'Ilmiyyah, Beirut – Lebanon, 1st ed., 1419 AH), 5/14–19.

⁷⁴ - Reported by al-Dāraqutnī in **al-Sunan**, ed. Shu'ayb al-Arna'ut et al., (Mu'assasat al-Risālah, Beirut – Lebanon, 1st ed., 1424 AH), ḥadīth no. 2805, **Kitāb al-Buyū'**, 3/383; and by al-Bayhaqī in **al-Sunan al-Kubrā**, ed. Muḥammad 'Abd al-Qādir 'Aṭā, (Dār al-Kutub al-'Ilmiyyah, Beirut – Lebanon, 3rd ed., 1424 AH), ḥadīth no. 10425, **Kitāb al-Buyū'**, Bāb: **Man Qāla Yajūzu Bay' al-'Ayn al-Ghā'ibah**, 5/439. Al-Bayhaqī said: It is a mursal ḥadīth and one of its narrators is weak.

⁷⁵ - Al-Kasānī, **Badā'i' al-Ṣanā'i'**, 5/292; al-Māwardī, **al-Ḥawī al-Kabīr**, 5/15.

⁷⁶ - Al-Kasānī, **Badā'i' al-Ṣanā'i'**, 5/292-298; Al-Ḥaṭṭāb, **Mawāhib al-Jalīl**, 4/297. Ibn Qudāmah, **al-Mughnī**, 3/495; **Majallat al-Aḥkām al-'Adliyyah**, p. 66. al-Zuhaylī, **al-Fiqh al-Islāmī wa-Adillatuh**, 4/3123.

⁷⁷ - Ibn 'Ābidīn, **al-Durr al-Mukhtār**, 4/585; al-Tahānawī, **Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm**, 1/766; al-Barkatī, **al-Ta'rifāt al-Fiqhiyyah**, p. 90. **Majallat al-Aḥkām al-'Adliyyah**, pp. 63–64.

⁷⁸ - Ibn Najīm, **Zayn al-Dīn ibn Ibrāhīm ibn Muḥammad, al-Baḥr al-Rā'iq Sharḥ Kanz al-Daqā'iq**, with Takmilat al-Baḥr al-Rā'iq by Muḥammad ibn Ḥusayn al-Ṭūrī al-Ḥanafī al-Qādirī, and in the margin: **Minḥat al-Khāliq** by Ibn 'Ābidīn, (Dār al-Kitāb al-Islāmī, 2nd ed., n.d.), 6/23; al-Kasānī, **Badā'i' al-Ṣanā'i'**, 5/261.

⁷⁹ - Ibn Najīm, **al-Baḥr al-Rā'iq**, 6/23; al-Kasānī, **Badā'i' al-Ṣanā'i'**, 5/261; al-Zuhaylī, **al-Fiqh al-Islāmī wa-Adillatuh**, 4/3108.

⁸⁰ - Ibn 'Ābidīn, **al-Durr al-Mukhtār**, 4/582; **Majallat al-Aḥkām al-'Adliyyah**, pp. 63–64.

⁸¹ - Al-Zuhaylī, **al-Fiqh al-Islāmī wa-Adillatuh**, 4/3107.

⁸² - Al-Tahānawī, **Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm**, 1/766; al-Barkatī, **al-Ta'rifāt al-Fiqhiyyah**, p. 90. **Majallat al-Aḥkām al-'Adliyyah**, p. 63. Muḥammad 'Uthmān Shabīr, **Khīār al-Naqd wa-Taṭbīqātuhu fī al-Mu'āmalāt al-Maṣrafiyyah al-Islāmiyyah**, in **Buḥūth Fiqhiyyah fī Qaḍāyā Iqtisādiyyah Mu'āsirah**, (Dār al-Nafā'is, Jordan, 1st ed., 1998), 2/702.

⁸³ - Al-Zayla'i, **'Uthmān ibn 'Alī ibn Miḥjan al-Bārī'i**, **Tabyīn al-Ḥaqā'iq Sharḥ Kanz al-Daqā'iq**, (al-Maṭba'ah al-Kubrā al-Amīriyyah – Būlāq, Cairo, 1st ed., 1313 AH), 4/15. Ibn Najīm, **al-Baḥr al-Rā'iq**, 6/19; Ibn Qudāmah, **al-Mughnī**, 3/504.

- ⁸⁴ - Ibn Najīm, al-Baḥr al-Rā'iq, 6/19; Ibn Qudāmah, al-Mughnī, 3/504; Muḥammad 'Uthmān Shabīr, Khiār al-Naqd wa-Taṭbīqātuhu, pp. 717–721.
- ⁸⁵ - Al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, 1/766.
- ⁸⁶ - Al-Ṣan'ānī, Muḥammad ibn Ismā'īl ibn Ṣalāh, Subul al-Salām, (Dār al-Ḥadīth, n.d.), 2/48.
- ⁸⁷ - Ibn Qudāmah, al-Mughnī, 4/165; al-Buhūtī, al-Rawḍ al-Murbi', p. 382.
- ⁸⁸ - Al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, 1/767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 90.
- ⁸⁹ - Ibn 'Ābidīn, al-Durr al-Mukhtār, 4/531; see also: Ibn Najīm, al-Baḥr al-Rā'iq, 5/298.
- ⁹⁰ - Al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 90.
- ⁹¹ - al-Sughdī, Abū al-Ḥasan 'Alī ibn al-Ḥusayn ibn Muḥammad al-Ḥanafī, al-Nutaf fī al-Fatāwā, ed. Ṣalāh al-Dīn al-Nāhī, (Dār al-Furqān / Mu'assasat al-Risālah – 'Ammān, Jordan / Beirut, Lebanon, 2nd ed., 1404 AH), vol. 1, p. 453; al-Zuhaylī, al-Fiḥ al-Islāmī wa Adillatuh, vol. 5, p. 3533.
- ⁹² - Ibn 'Ābidīn, al-Durr al-Mukhtār, vol. 5, p. 145; al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 90.
- ⁹³ - al-Shirbīnī, al-Iqnā', p. 305.
- ⁹⁴ - Ibn 'Ābidīn, al-Durr al-Mukhtār, vol. 4, p. 566; Ibn Nujaym, al-Baḥr al-Rā'iq, vol. 6, p. 3; al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 90.
- ⁹⁵ - Al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 90.
- ⁹⁶ - al-Ḥaṭṭāb, Mawāhib al-Jalīl, vol. 4, p. 226; Ibn Qudāmah, al-Mughnī, vol. 4, p. 136.
- ⁹⁷ - Sa'dī Abū Ḥabīb, al-Qāmūs al-Fiḥī, p. 389.
- ⁹⁸ - Ibn 'Ābidīn, al-Durr al-Mukhtār, vol. 4, p. 581; Ibn Nujaym, al-Baḥr al-Rā'iq, vol. 6, p. 25; al-Zuhaylī, al-Fiḥ al-Islāmī wa Adillatuh, vol. 4, p. 3206.
- ⁹⁹ - al-Zayla'ī, Tabyīn al-Ḥaqā'iq, vol. 4, p. 7; al-Ḥaṭṭāb, Mawāhib al-Jalīl, vol. 4, p. 459; al-Shīrāzī, Abū Ishāq Ibrāhīm ibn 'Alī, al-Muhadhdhab fī Fiḥ al-Imām al-Shāfi'ī, (Dār al-Kutub al-'Ilmiyyah, n.d., n.p.), vol. 2, p. 24; Ibn Qudāmah, al-Mughnī, vol. 4, p. 178; al-Zuhaylī, al-Fiḥ al-Islāmī wa Adillatuh, vol. 5, p. 3529.
- ¹⁰⁰ - al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 91.
- ¹⁰¹ - al-Tahānawī, Kashshāf Iṣṭilāḥāt al-Funūn wa-l-'Ulūm, vol. 1, p. 767; al-Barakatī, al-Ta'rīfāt al-Fiḥiyyah, p. 91.
- ¹⁰² - Ibn 'Ābidīn, al-Durr al-Mukhtār, vol. 4, p. 567; al-Zuhaylī, al-Fiḥ al-Islāmī wa Adillatuh, vol. 5, p. 3532.