GLOSSARY OF ARABIC TERMS

ʿAdl
Justice, fairness, balance.

Ahādīth
Plural of ḥadīth. (For meaning, see below.)

Ahkām
Plural of ḥukm. (For meaning, see below.)

Al-ghurm bi al-ghunm
One is entitled to a gain only if one agrees to bear the responsibility for the loss.

Al-kharāj bi al-damān
Entitlement to return or yield is for the one who bears the liability (damān) for something.

ʿAqīdah
Belief and creed.

Athmān
Pls. of thaman, money of exchange.

Awqāf
Plural of waqf. (For meaning, see below.)

Āyah
A verse from the Qurʾān.

Bayʿ
Sale contract.

Bayʿ al-ʿarbūn
A sale contract, in which a down payment is given and the parties commit themselves to the agreed conditions. The buyer has the right to cancel the sale, but then he will lose the Down payment.

Bayʿ al-aʿayān
Sale of tangible objects such as goods (as against Sale of services or rights).

Bayʿ al-dayn
Sale of debt.

Bayʿ al-dayn bi al-dayn
A sale contract involving exchange of one debt with another.

Bayʿ al-maʿdūm
Sale of a commodity which does not exist.

Bayʿ al-ʿīnah
Selling of something to someone at a given price (usually on credit) and then buying it back from him at the same time at a different price (usually for a lower price, but cash).

Bayʿ al-kāliʿ bi al-kāliʿ
A sale in which both the delivery of the object of sale and the payment of its price are delayed. It is similar to a modern forward Sale contract.

Bayʿ al-salam
It is also called bayʿ al-salaf. A sale contract where two parties agree to carry out a sale/purchase of an underlying asset at a predetermined future date but at a price determined and fully paid on spot.
Bay' al-ṣifah Sale based on detailed description of the object of sale.

Bay' bi-thaman al-ʾājil Another term used for bay' muʾajjal. For meaning see below.

Bay' muʾajjal Sale on credit or a sale in which goods are delivered immediately but payment is deferred.

Buyūʿ Plural of bayʿ: Sales.

Darar Damage, harm, injury.

Dāyn Debt.

Darūrah Necessity. (Usually used whereby something otherwise prohibited becomes temporarily permissible.)

Dhimmah Liability, responsibility.

Dīnār (plural Danānīr) A monetary unit. In early Islamic history.

Dirham (plural Darāhim) A monetary unit. In early Islamic history.

Fāsid Irregular. It refers to irregularities in, or non-fulfilment of, some conditions of the contract. The contract is null and void in majority opinion but not the Hanafi school.

Fatāwā Plural of fatwā. Religious verdicts by Muslim Scholars.

Fiqh Refers to the whole body of Islamic jurisprudence. It covers all aspects of life, religious, political, social, commercial or economic. It is based primarily on interpretations of the Qurʾān and the Sunnah. While the Qurʾān and the Sunnah are immutable, fiqh verdicts may change due to changing circumstances.

Fulūs cheap metal or copper money.

Fuqahāʾ sharīʿah Scholars.

Gharar Literally, it means deception, danger, risk and uncertainty. Technically it means exposing oneself to excessive risk and danger in a business transaction as a result of uncertainty about the price, the quality and the quantity of the counter-value, the date of delivery, the ability of either the
buyer or the seller to fulfil his commitment, or ambiguity in the terms of the deal, thus exposing either of the two parties to unnecessary risks.

_Gharar fāhish_ Excessive gharar.

_Gharar Yasīr_ A little bit of _gharar_. It is tolerable because it may be unavoidable.

_Hadānah_ The right of custody of a child after divorce.

_Hadīth_ Sayings, deeds and endorsements of the Prophet Muhammad (peace be upon him) narrated by his Companions.

_Hajj_ Pilgrimage to Makkah. It is an obligatory duty on every Muslim if he can afford it, physically and financially.

_Halāl_ Things or activities permitted by the _sharīʿah_.

_Hanafi_ A school of Islamic jurisprudence named after Imam Abu Hanifa.

_Hanbali_ A school of Islamic jurisprudence named after Imam Ahmed bin Ḥanbal.

_Haqq_ Right.

_Haqq al-irtīfāq_ Literally, the right of utilization or easement; technically, the right to derive benefits gratis from the immovable property of someone else. The right has been recognized by the _sharīʿah_ in the spirit of generosity that members of a community should display towards each other.

_Haqq al-nuzūl an al-wazāʾif_ Under Islamic law, certain appointments are for the lifetime of the incumbent. However, he can relinquish the post by his own volition. _Haqq al-nuzūl an al-wazāʾif_ refers to this right of relinquishing the post. According to some scholars, he can relinquish his post to another person in exchange for money. Other scholars do not allow charging any money.
<table>
<thead>
<tr>
<th>Arabic Term</th>
<th>English Translation</th>
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<tr>
<td>Ḥarām</td>
<td>Things or activities prohibited by the <em>sharīʿah</em>.</td>
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<tr>
<td>Haraj</td>
<td>Difficulty and hardship.</td>
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<tr>
<td>Ḥīlah (plural ḥiyal)</td>
<td>Legal trick or device to avoid imposition of a law in a particular case.</td>
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<tr>
<td>Ḥuqūq al-irtifāq (singular ḥaqq al-irtifāq)</td>
<td>Refers to certain rights granted (gratis) to a neighboring house owner, such as, to place a beam on his wall, pass a sewage pipe through his territory to connect to the main line, etc.</td>
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<tr>
<td>‘Ibadāt</td>
<td>Duties of man due to God.</td>
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<tr>
<td>‘Ībāhah</td>
<td>Permissibility from a <em>sharīʿah</em> point of view.</td>
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<tr>
<td>Ijārah</td>
<td>Leasing. Sale of usufruct of an asset. The lessor retains the ownership of the asset with all the rights and the responsibilities that go with ownership.</td>
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<tr>
<td>Ijārah muntahiyah bil-tamlīk</td>
<td>Lease ending in ownership.</td>
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<tr>
<td>Ijmaʿ</td>
<td>Consensus of Muslim scholars in specific issue. Ijmaʿ is one of the source of Islamic law.</td>
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<tr>
<td>Ijtihād</td>
<td>Endeavour of a jurist to derive a rule or reach a judgment based on evidence found in the Islamic sources of law, predominantly, the <em>Qurʿān</em> and the <em>Sunnah</em>. The intellectual effort of Muslim jurists to reach independent religio-legal decisions.</td>
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<tr>
<td>‘Ilḥah</td>
<td>Effective cause, ratio legis or Reason/characteristic behind a <em>Sharīʿah</em> ruling such that if a particular reason/characteristic is found in other instances, the same ruling will apply.</td>
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<tr>
<td>Istiḥsān</td>
<td>It refers to departure from a ruling in a particular situation in favour of another ruling, which brings about ease. This is done by taking a lenient view of an act</td>
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which would be considered a ‘violation’ on a stricter interpretation of the action based on earlier *qiyaṣ*.

**Istijrār**

It is a contract of buying a specific commodity in a regular basis, according to market price, with the price settled at the end of the deal and kwon during the period of the contract.

**Istisnā‘**

A contract whereby a manufacturer (contractor) agrees to produce (build) and deliver a well-described good at a given price on a given date in the future.

**Ju‘ālah**

A party pays another a specified amount of money as a fee for rendering a specific service in accordance to the terms of the contract stipulated between the two parties. This mode usually applies to transactions such as consultations and professional services, fund placements and trust services.

**Karāhiyyah (makrūḥ)**

Something that is not completely prohibited by the *shari‘ah* but is abhorred.

**Kayliyyan**

Weighable.

**Khiyār**

Option.

**Khiyār al-‘ayb**

Option to rescind a sales contract if a defect is discovered in the object of sale.

**Khiyār al-Shart**

The option to rescind a sales contract based on some conditions. One of the parties to a sales contract may stipulate certain conditions which, if not met, would grant a right to the stipulating party to rescind the contract.

**Khiyār al-Naqd**

It is the right of either of the parties to confirm the contract or to cancel it by means of the payment of the price. In other words, it is the conclusion of a contract with the option that the payment of the price, within a specific period, would confirm the contract while a failure to do so would get cancelled.

**Khulu‘**

Divorce in return for forgoing dower of wife or the giving of monetary compensation by the wife to the husband.
Mdhhab (plural madhāhib)  School of Islamic law.
Mafsadah (plural Mafāsid)  Anything declared harmful by the sharīʿah or anything hampering the achievement of the maqāsid of sharīʿah.
Māl  Asset, property.
Māliki  A school of Islamic jurisprudence named after Imam Malik.
Manfaʿah  Usufruct. Benefit derived from a durable commodity/asset.
Maqāsid al-Sharīʿah  Basic objectives of the sharīʿah. These are protection of faith, life, progeny, property and reason.
Masālih Mursalah  Sing. Maslahah Public interest as determined in the light of the rules of sharīʿah. A Maslahah refers to any action taken to protect any one of the five basic objectives of the sharīʿah.
Maysir  Technically, gambling or any game of chance.
Muʿamalāt  The corpus of Islamic law regulating relation and contracts among human beings (as against Ibādāt, which define relationship between God and His creatures).
Muʿawadāt  Contracts which involve exchange of value for value. As against this, tabarruʿāt are contracts involving one-way transfer of value.
Mudarābah  A contract between two parties, capital owner(s) or financiers (called rabb al-māl) and an investment manager (called mudārib). Profit is distributed between the two parties in accordance with the ratio upon which they agree at the time of the contract. Financial loss is borne only by the financier(s). The entrepreneur’s loss lies in not getting any reward for his services.
Mudārib  An investment manager in a Mudārabah contract.
- **Muhātasib**: Government Officer supervising the market.
- **Mukhātarah**: Risk.
- **Muqāradah or Qirāḍ**: Carries the same meaning, as *Mudārabah*. For meaning, see above.
- **Muqāwalah**: Sale at a specified profit margin. The term, however, is now used to refer to a sale agreement whereby the seller purchases the goods desired by the buyer and sells them at an agreed marked-up price, the payment being settled within an agreed time frame, either in installments or in a lump sum. The seller bears the risk for the goods until they have been delivered to the buyer.
- **Mushārakah**: Partnership. A *mushārakah* contract is similar to a *mudārabah* contract, the difference being that in the former both partners participate in the management and the provision of capital, and share in the profit and loss. Profits are distributed between the partners in accordance with the ratios initially set, whereas loss is distributed in proportion to each one’s share in the capital.
- **Najash**: To bid up the price of the item, not with the intention to purchase the item, but rather to raise the price for the customers intending to deceive the buyers.
- **Naṣ**: Text from Qur’ān or Sunnah.
- **Qabḍ**: Possession.
- **Qāḍi**: Judge.
- **Qimār**: Gambling.
- **Qiyās**: Application of a rule/law on the analogy of another rule/law if the basis (*ʿillah*) of the two is the same. It is one of the secondary sources of Islamic law.
- **Rabb al māl**: Capital owner (financier) in a *Mudārabah* contract.
- **Rahn**: To pledge something of material value as a security for a debt or pecuniary obligation.
Ribā

Literally, it means increase or addition or growth. Technically it refers to the ‘premium’ that must be paid by the borrower to the lender along with the principal amount as a condition for the loan or an extension in its maturity. Interest as commonly known today is a form of riba.

Riba al-Fadl

Riba pertaining to trade contracts. It refers to exchange of different quantities (but different qualities) of the same commodity. Such exchange in particular commodities defined in the sharīʿah is not allowed.

Riba al-nasīaʾ

Riba pertaining to loan contracts.

Rihān

Betting.

Salam

The short form of bayʿ al-salam.

Samāsirah

Brokers.

Sarf

Currency exchange.

Shāfi’ī

A school of Islamic Law named after Iman Shafiī.

Sharīʿah

Refers to the corpus of Islamic law based on Divine guidance as given by the Qurān and the Sunnah and embodies all aspects of Islamic faith.

Shufʿah

Right of pre-emption.

Sunnah

The Sunnah is the second most important source of the Islamic faith after the Qurʾān and refers to the Prophet’ (peace be upon him) example as indicated by his practice of the faith. The sunnah is the collection of ahādith which consist of reports about the sayings, deeds and endorsements of the Prophet (peace be upon him).

Tāʿām

Eatables.

Tāʿāwun

Cooperation (for good).

Tabarruʿ

Actions/contracts, the purpose of which is not commercial but is seeking the pleasure of Allah.

Tahjīr

Barren land.

Takāful

An alternative for the contemporary insurance contract. A group of persons agree to share certain risk (for example, damage by fire) by collecting a specified sum from each. In case of loss to anyone member of the group, the loss is met from the collected funds.

Thaman

Money.

ʿUrf

Custom.

ʿUṣūl

Principles, basics.
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<tr>
<td>'Uṣūl al-fiqh</td>
<td>Islamic Jurisprudence.</td>
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<tr>
<td>'Ulūm al-ḥadīth</td>
<td>Science of the ḥadīth.</td>
</tr>
<tr>
<td>Wakālah</td>
<td>Contract of agency. In this contract, one person appoints someone else to perform a certain task on his behalf, usually against a fixed fee.</td>
</tr>
<tr>
<td>Waqf</td>
<td>Appropriation or tying up a property in perpetuity for specific purposes. No property rights can be exercised over the corpus. Only the usufruct is applied towards the objectives (usually charitable) of the waqf.</td>
</tr>
<tr>
<td>Zakāh</td>
<td>The amount payable by a Muslim on his net worth as a part of his religious obligations, mainly for the benefit of the poor and the needy. It is an obligatory duty on every adult Muslim who owns more than a particular level of wealth.</td>
</tr>
<tr>
<td>Zanni</td>
<td>Based on conjecture.</td>
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