

RESEARCH ARTICLE	Sales of Deadlines(Bouyou’a Al-ajal): Their Reality, Forms and the Foundations upon which They are Built In The Maliki’t Doctrine	
Sarmoum Rabah	Doctor (PhD)	
	Faculty of Literatures and Languages -University of Tissemsilt	
	Algeria	
	E-mail : r.sarmoum@univ-tissemsilt.dz	
Doi Serial	https://doi.org/10.56334/sei/8.5.08	
Keywords	Sales of deadlines (Bouyou‘ al-Ājāl), Mālikī’t School , Financial Transactions, Jurisprudential Principles, Contemporary Transactions.	
Abstract		
This research deals with the study of the term sales of deadlines , which is one of the important terms that are unique to the Maliki’t doctrine in the chapters of financial transactions, as it is considered an asset and a rule under which many images, branches and issues fall, so the research dealt with all these images with study and analysis , and comparison with the terms that circulate in other doctrines, as the researcher explained the assets and rules on which Maliki’t built the issues of this chapter, and how they can be used in the study of contemporary financial issues.		
Citation		
Sarmoum R. (2025 Sales of Deadlines (Bouyou’a Al-ajal): Their Reality, Forms and the Foundations upon which They are Built In The Maliki’t Doctrine. <i>Science, Education and Innovations in the Context of Modern Problems</i> , 8(5), 67-78; doi:10.56352/sei/8.5.08. <a href="https://imcra-az.org/archive/362-science-education-and-innovations-in-the-context-of-modern-problems-issue-4-volvi-2025.html">https://imcra-az.org/archive/362-science-education-and-innovations-in-the-context-of-modern-problems-issue-4-volvi-2025.html</a>		
Licensed		
© 2025 The Author(s). Published by Science, Education and Innovations in the context of modern problems (SEI) by IMCRA - International Meetings and Journals Research Association (Azerbaijan). This is an open access article under the CC BY license ( <a href="http://creativecommons.org/licenses/by/4.0/">http://creativecommons.org/licenses/by/4.0/</a> ).		
Received: 18.01.2025	Accepted: 05.04.2025	Published: 18.05.2025 (available online)

## Introduction:

The term (sales of deadlines ) is considered one of the basic vocabulary on which the jurisprudence of financial transactions was based in the Maliki't doctrine, as this term was originally made and a rule in this section under which many images, branches and issues fall, and the overarching meaning of it is that it is a sale that appears to be permissible and intended to reach a forbidden matter, and because of the importance of this rule, Maliki in the jurisprudence of financial transactions has a special chapter and they have separated in its forms the award from it and the forbidden ones, and it is sufficient to indicate the importance of this section of the jurisprudence of transactions, what the Maliki't jurists said (Whoever mastered the chapter of reconciliation and the chapter of sales of deadlines has mastered the doctrine of Maliki).

The importance of knowing this rule and its provisions is confirmed today in light of the development witnessed by contemporary financial transactions, as many forms of modern transactions and emerging contracts - especially those conducted by banks and banks in their applications - fall within the forms of sales of deadlines, and are hardly without a transaction.

The study of this chapter and the knowledge of its provisions and downloading them on the images of modern transactions shows us clearly and clearly the strength of the Maliki assets in the chapter of financial transactions and confirms the validity of the statement (that the assets of the people of the city in sales are better than the assets of others). The sale of deadlines is one of the important sales in which the interaction of Maliki't jurisprudence with life appears, and its validity to keep pace with developments, and the breadth of its assets and rules to address economic problems and financial facts in the Islamic society, and it is also a manifestation of the activation of jurisprudential rules, fundamentalism and purposes.

In this context, the researcher in this study tries to shed light on this important jurisprudential section, by clarifying the truth of the term (sales of deadlines ) and its permissible and prohibited forms, and the jurisprudential principles on which it is built, and the extent of its impact on the study of the provisions of contemporary financial transactions, and I have entitled it (**Sales of Deadlines: Their Reality, Forms and the Foundations upon which They are Built in The Maliki't Doctrine**) , and I have divided it -with an introduction and conclusion - into the following investigations:

The first topic: the fact of sales of deadlines and their forms.

The second topic: The assets on which the base of sale of maturities was built.

In detail, the Board:

## The first topic: the fact of sales of deadlines and their forms

### Section I: Definition of sales of maturities.

Sale of maturities : A collective name that indicates that there are several subtypes that fall under it , each of which is called a "sale of maturity" , and a sale of maturity :It is a sale in which the price is deferred for a specified period such as a year or other<sup>1</sup>, and the commodity is united, and the two contractors are united.<sup>2</sup>

The jurists of Al-Malikiyah have highlighted the sales of maturities and explained that these sales are apparently permissible, but they may lead to a forbidden, and that they may lead to a sale and advances , or advances of utility, and both of them are forbidden.

They also put an officer of what is forbidden from these sales. They said : It is forbidden from these sales what included a sale and advances, and what included a usury advance, or what many people intended to prevent from it to reach forbidden usury, such as a sale and advances and advances with a benefit , and does not prevent what was intended as a guarantee by making.<sup>3</sup>

In the footnote to Al-Desouqi, it is stated: "Sales of deadlines: sales that appear to be permissible but lead to forbidden."<sup>4</sup>

"It is a meeting of sale and advances , or an advance of utility," said Al-Dardir.<sup>5</sup>

The sales of deadlines are a pretext for sales that are not intended for the commodity and are not intended for the fact of sale , but are intended for the usurious predecessor, as these sales meet and contradict

<sup>1</sup>Muhammad Sakhal - (Ahkam Al Bay'3 fi Al Fiqh AL maliki,) the contract of sale in Maliki't jurisprudence, 1st Edition, Dar Ibn Hazm, Lebanon, 1422/2002, p. 328.

<sup>2</sup>Kuwaiti Encyclopedia of Jurisprudence, Ministry of Islamic Affairs and Endowments, Kuwait, 3rd Edition, 1405/1985,Part:2/29.

<sup>3</sup> - The same source, c:2/29.

<sup>4</sup> - Al-Desouqi, Al-Desouqi's footnote to Al-Sharh Al-Kabeer, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1414/1993, vol. 4/122.

<sup>5</sup> - The great explanation with the footnote of Al-Desouqi, c:4/122.

in prices and deadlines , until they devote themselves to their content , and are intended to defraud usury.<sup>1</sup>

## Section Two: Copies of sales of deadlines.

Al-Malikiyah mentioned many pictures of maturity sales, which can be summarized as follows:<sup>2</sup>

If a person sells something and then buys it with sex for the price of it, this is either:

### CASH

2. Or for less than it

3. Or for more

4- Or for a term equal to the first term

All of this can either be :

1-At the same price as the first

2. Or less than the first price

3- Or more than the first price

These images are twelve, of which only three are prohibited, which is what the least precipitates, namely:

1- If he sells a commodity for a period of time and then buys it with the least cash - the sample is in the term of the public -.

2- If he sells a commodity for a term and then buys it for less than the first term.

3- If he sells a commodity for a term and then buys it for more than the first term.

The reason for the prevention in these pictures is a small payment in many and it is a benefit advance. In the first two pictures, the beneficiary is the seller , as the commodity he sold returned to him and he was proven to have more money in the custody of the buyer than he paid to him , and in the third picture, the beneficiary is the buyer , because he was proven to have more money in the custody of the seller than the buyer pays when the first term comes, he receives it when the second term comes, but the owner prevented these pictures in order to fill the pretext of

usury , and the remaining nine pictures are permissible , as there are no riba-based pretexts in them.<sup>3</sup>

And the officer that if the two terms or the two prices are equal, then the permissible judgment, and if the two terms and the two prices differ, then he looks at the previous hand with the tender, and if he pays a little and returns to it a lot, then the prohibition, "The former by paying is considered an advance, because whoever provides what is not subject to the counting of an advance, he has paid a little to take the commodity whose price is more than he paid", otherwise the passport.<sup>5</sup>

Ibn Shas said: "The origin of this door , which is known to the people of the doctrine as the sale of deadlines , is to consider what came out of the hand and returned to it. If it is permissible to deal with it, it will go ahead or else it is invalid. If the sale is a garment, for example, or otherwise, make it null and void, as if it did not have a contract, first or last , and does not change the king. What came out of the hand was considered a stable exit with which the king moved, and he did not return to it and met one of them with the other. If you find in this a forbidden face, if they acknowledge that they have a contract on it, their contract will be rescinded, then prevent this sale because of the above from the necessity of protecting the pretext, and if you do not find, then you will be accused of showing intent to permissible , and prevent if the intent appears to protect them to beg or others to the forbidden."<sup>6</sup>

<sup>1</sup> - Rafiq Al-Masri, (Bay'3 AL-Taksite), Sale of Installments, 2nd Edition, Dar Al-Qalam, ia ,1418AH/1997AD, p. 27.

<sup>2</sup> - Encyclopedia of Kuwaiti Jurisprudence, previous source, Part:2/29-30.

<sup>3</sup> - Jalal Abu Zaid, Jurisprudence of Riba, (Fiqh Al Riba), 1st Edition, Al-Resala Publishers Foundation, Lebanon, 1425/2004, p. 518.

<sup>4</sup> - Ibn Juzzey, Jurisprudential Laws, (Al-Kawane Al-fiqhiya); Modern Library, Lebanon, DT, 1423/2002, p. 293.

<sup>5</sup> - Encyclopedia of Kuwaiti Jurisprudence, Part:2/30.

<sup>6</sup> - Ibn Shas, (Jawahir Al-okoud Al-Thamina), Jewels of Precious Contracts, ed: Hamid Lahmar, 1st Edition, Dar Al-Gharb Al-Islami, Lebanon, 1423-2003, p. 682.

This table shows copies of sales of the permissible and prohibited deadlines:<sup>1</sup>

No more	For less than him	for a - appointed	Cash	
Permissible	Permissible	Permissible	Permissible	He sold something for ten to a month and then bought it for ten
Permissible	Forbidden	Permissible	Forbidden	He sold something for ten to a month and then bought it for eight
Forbidden	Permissible	Permissible	Permissible	He sold something for ten to a month and then bought it for twelve

The rest of it is further away	The rest of it for less	The rest for a month	
Forbidden	Forbidden	Forbidden	He sold something for ten to a month and then bought it for eight four cash
Permissible	Permissible	Permissible	He sold something for ten to a month and then bought it for ten five cash
Forbidden	Permissible	Permissible	He sold something for ten to a month and then bought it for twelve five cash

### Section Three: Sample Term at Al-Malikiyah

We note through the presentation of images of sales of deadlines that are permissible and prohibited , that the image of the sale of the sample in the term of the public , which is the sale of the commodity to the term and then buy it at a lower price in cash , is included in the sales of deadlines with the owner, which is one of its prohibited images, as they made the sales of deadlines a type that includes every sale that is taken as an riba-based pretext and the term is an element in it , and the commodity is justified to obtain a real unintended profit.<sup>2</sup>

<sup>1</sup> - Sadiq Ghariani , Code of Maliki Jurisprudence and Evidence, 1st Edition, Al-Rayyan Foundation, Lebanon , 1422AH/2002AD, Part:3/286.

<sup>2</sup> -Jalal Abu Zaid, Jurisprudence of Usury, previous source, p. 508.

This is a copy of it , as the seller proves to him in the hands of the buyer the deferred price – the debt – and then if he retrieves his commodity at a lower cash price, the commodity will have returned to him and he will have paid to whoever was the buyer in the first sale and a seller in the second sale an amount equivalent to the cash price, and the result of this is that the seller first "the buyer second" has lent the first buyer "the second seller" a loan with an increase of the difference between the two prices .<sup>1</sup>

While we find Al-Malikiyah distinguish between the term (sample) and the term (sales of deadlines), where Al-Malikiyah made the term "sample" special in the form "that one man says to another: Buy me a commodity such as this with ten cash, and I buy it from you with twelve to one", that is, it increases in price in exchange for the term.

Al-Dardir said in the sample: "It is the sale of the one who asked him for a commodity before he owned it to its student after buying it."<sup>2</sup>

Selling the sample is a type of commercial transaction in which the sale is repeated twice for one commodity, so that this transaction requires three people: the first seller, the second seller, who is the intermediary , and the buyer who gets the commodity at the end.<sup>3</sup>

The intermediaries in this transaction are called the Maliki jurists "the people of the sample", "They are a people who set themselves up in the markets to ask to buy goods from them , and they do not have them , so they go to traders , so they buy them to sell them to those who ask them ."<sup>4</sup>

The definition of the sample in this sense is what is known today by the term "Murabaha sale to the buyer" as conducted by Islamic banks. These intermediaries, who are the people of the sample, date with the buyer of the commodity from them , and then buy it for him in cash , and sell it to him for more than that price.

Ibn 'Abd-al-Barr defined the sample as "selling what you do not have before you buy it."<sup>5</sup>

Ibn Arafah criticized this definition as unobjectionable, as he said: "The narratives require that it is more

specific than what he mentioned." Al-Rasa 'a<sup>6</sup> said: "What he said is true, because whoever sells food in his custody for solutions , it is the sale of what you do not have and not of the sample."<sup>7</sup>

However, it appears that the definition of Ibn 'Abd-al-Barr is carried over to the previous image, and therefore he said, representing this definition, which he mentioned: "And his example – that is, selling the sample - is to ask a man from the last commodity to sell it from him badly and he knows that he does not have it, and he says to him: Buy it from its owner for ten and it is on me for twelve."<sup>8</sup>

In some citizens, we find that the owner has a definition of the sample, including the advanced image, and the sale of deadlines , including the sample in the term of the public, so Al-Kharshi says in the definition of the sample: "It is a small payment in many."<sup>9</sup>

The lumberjack quotes Ibn Arafah: "The sale of the people of the sample: it is the fraudulent sale to pay an eye in more than it"<sup>10</sup>

Ibn 'Abd-al-Barr defined it in Al-Kafi: "As for the sale of the sample , it means that it was diverted in selling dirhams with more dirhams than for a period between them, an analyzed commodity."<sup>11</sup>

These definitions apply to the image of the sample in the term of the public , and this is shown by the examples mentioned by the jurists of Al-Malikiyah after these definitions. Al-Kharshi says: "And his example is if he sells a commodity for ten and then buys the commodity for five in cash."<sup>12</sup>

Ibn Arafah says: "For example, if he sells a commodity for ten to a month and then buys the commodity for five in cash, the commodity returns to its owner, and he pays five and takes ten when the time comes, so he believed this picture and the like that there is a sale that turns it into paying an eye for more than it."<sup>13</sup>

<sup>1</sup> - Rafiq Al-Masri, Sale of Installments , previous source, p. 27.

<sup>2</sup> - Al-Sharh Al-Kabeer, previous source, c:4/143.

<sup>3</sup> - Mohamed Sekhal, Provisions of the Sale Contract, previous source, p. 333.

<sup>4</sup> - Al-Desouki, Hashiyat Al-Desouki, vol. 4/143.

<sup>5</sup> - Recall, 1st Edition, Al-Resala Foundation, Egypt ,1414/1993, c:19/252.

<sup>6</sup> - Al-Rasa 'a , Explanation of the Limits of Ibn Arafah , 1st Edition, Dar Al-Gharb Al-Islami, Lebanon , 1414AH/1995AD, Part 1/364

<sup>7</sup> - Explanation of the limits of Ibn Arafah, vol.1/364.

<sup>8</sup> - Al-Kafi fi Fiqh Al-Ahl Al-Madinah, Dar Al-Kutub Al-Ilmiyyah, Lebanon, DT-DT, p. 325

<sup>9</sup> - Al-Kharashi, Hashiyat Al-Kharashi, vol. 5/446.

<sup>10</sup> - Talents of the Galilee, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon,1416/1995 AD, Part:6/293.

<sup>11</sup> - Al-Kafi , previous source, p. 325.

<sup>12</sup> - Al-Kharashi, Hashiyat Al-Kharashi, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon,1417/1997, Part:5/446.

<sup>13</sup> - Explanation of the limits of Ibn Arafah, previous source, vol. 1/346.

Al-Qurtubi quoted in his interpretation: "Abu Obaid al-Harawi explained the sample, saying: It is that a man from a man sells a commodity at a known price for a specified period and then buys it from him for less than the price at which he sold it. He said: If he buys a commodity in the presence of the sample applicant from another at a known price and receives it, then he sells it from the sample applicant at a price more than he bought it for a specified period,<sup>1</sup> and then the buyer sells it from the first seller in cash for less than the price, this is also a sample." The lumberjack transferred the same as "Judge Ayyad."<sup>2</sup>

This may be due to the fact that the sample overlaps with the sales of maturities, or is a type of sales of maturities, and therefore we find "Ibn Juzze" defines the sample with the same definition of sales of maturities. He said: "Selling the sample is to show what is permissible to reach what is not permissible."<sup>3</sup>

ble."<sup>3</sup>

#### Section Four: Sample copies with the owner.

The definition of the sample in Al-Malikiyah applies to a copy of a man's request from another to buy a commodity in cash for the student to buy it at a higher deferred price, but the sample does not have a single copy, and it is not in the judgment either, as they mentioned pictures of the sample, which they counted as permissible, hateful and prohibited, but if the sample is released, I want what is hated in them.<sup>4</sup>

Ibn Rushd said: "The sample is on three sides: rewarded, disliked<sup>5</sup> and prohibited." Al-Zarkani Zarkani said: "It is on three sections: agreed upon, disputed, disliked and forbidden."<sup>6</sup>

The permissible type: It is that a person asks another person for a commodity to buy it for him, so he does not find it with him, so the person asked to buy it immediately, without prior promise to do so, and without offering him to do so, and without the existence of a habit and previous dealing between them that suggests that he will buy it in order to sell it from him. In this case, if he sells it after that at a more

expedited, deferred or installment price, it is permissible.<sup>7</sup>

The type that is hated: It has two forms:<sup>8</sup>

First: For one man to say to another, buy such a commodity until I buy it from you and win you in it, or give you a profit in it, without stipulating the amount of profit.<sup>9</sup>

The second: That a man says to another, "My ancestor is eighty," and I return a hundred. The second says to ward off usury: Rather, take from me a hundred to eighty cases, that is, he goes and sells it in the market for eighty<sup>10</sup>, and this picture is what the Hanbali call "Tawarruq", as his detailed research will come.

The prohibited type: to say to him: Buy it with ten in cash, for example, and I take it from you with twelve for such and such. This is not permissible<sup>11</sup>, because in fact it comes to a meaning: "Lend me its price - which is ten - provided that I pay you interest, that is, usury."<sup>12</sup>

Judge Ayyad said in the warnings: "The haram, which is open to man, is to negotiate with the man on the price of the commodity in which he bargains with him to sell it from him for a period of time, and then on the price at which he buys it from him in cash, or to profit from the commodity that he buys from others, and he says: I buy it on the condition that you win me in it so, or for ten so, Ibn Habib said: This is haram, and also if he says: Buy it for me and I win you, even if he does not name a price, he says: All of this is usury."<sup>13</sup>

Likewise, if he says: Buy it with ten cash, and I take it from you with twelve cash, it is forbidden, because it is a lease from the commander to the sheriff with a difference between the two prices in return for the sheriff to advance him the purchase price, it is a lease and advances, and it is forbidden because the lease is sold from sales.<sup>14</sup>

<sup>1</sup> - Al-Qurtubi, The Mosque of the Provisions of the Quran, Dar Ihya Al-Turath Al-Arabi, DT - DTJ:3/360.

<sup>2</sup> - The Woodcutter, Talents of the Galilee, previous source, source, c :6/293.

<sup>3</sup> - Jurisprudential Laws, previous source, p. 293.

<sup>4</sup> - Jalal Abu Zaid, Jurisprudence of Usury : p. 520.

<sup>5</sup> - Statement and Collection, Investigation: Saeed Arab, 2nd Edition, Dar Al-Gharb Al-Islami, Lebanon, 1408AH/1988AD, Part:7/85.

<sup>6</sup> - Sharh Mukhtasar Khalil, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1422AH/2002AD, Part:5/192.

<sup>7</sup> - Statement and Collection, Previous Source, C7/85

<sup>8</sup> - Mohamed Sekhal, Provisions of the Sale Contract, p. 334.

<sup>9</sup> - Ibn Rushd, (Al-mokadimate wa Al-momahidate), Introductions and Cradles, Dar Sader -Lebanon, DT-DT, p. 537.

<sup>10</sup> - Al-Desouki, Hashiyat Al-Desouki, vol. 4/145.

<sup>11</sup> - Ibn Rushd, Introductions, p. 537.

<sup>12</sup> - Mohamed Sekhal, ibid., p. 535.

<sup>13</sup> - Transferred by the woodcutter, Talents of Galilee:4/245.

<sup>14</sup> - Ibn Rushd, Introductions and Cradles, p. 537.

As for if he says: Buy it in cash , and I take it from you with twelve in cash , this is okay with the owner, most likely, as long as the commander did not say: "to me" or: "save me" because then the purchase is for the same sheriff and not for the sheriff, and the suspicion of usury is motivated by the absence of a deadline<sup>1</sup>, but we nevertheless see Imam Malik saying once the sanctity of this image under the pretext of the mockery that occurred between the sheriff and the sheriff before the entry of the commodity into the sheriff's property.<sup>2</sup>

And from the pictures of the sample banned by Maliki what is called the triple sample, Ibn Rushd said: "Malik was asked about a man who is appointed to sell the commodity from the man at a price to a time. If he received it from him, a present man bought it from him who was sitting with them and sold it from him , and then the one who sold it bought it from him after , in one place, he said: There is no good in this , and he saw it as if he was an analyst between them , and he said : They only want to leave the hated."<sup>3</sup>

#### **Section Five: The reason for Maliki't differentiation between the sample and the sales of the maturities.**

The sales of the sample share with the sales of the maturities of the owner that each of them is usually intended to refer to usury , says Al-Kharshi: "The people of the doctrine usually appended the sales of the maturities to what is known to them as the sale of the people of the sample for the occasion between them in circumventing a small payment in many."<sup>4</sup>

The sale of deadlines is comprehensive in its concept of selling the sample, so why did the ownership difference between them?

The answer is that by extrapolating the issues of maturity sales, and through the controls set for them, we find that the commodity returns to its first seller, by or without intermediary, that is, the ownership of the commodity is not really intended in maturity sales, but rather the commodity was introduced for analysis and the real intention is the usurious loan.

It is different in the sale of the sample in its own concept with the owner, as the commodity is often intended for purchase, but nevertheless usury entered it in some of its forms, so it was said to prohibit it.

As for the suspicion of usury in the sale of the sample, the origin of Imam Malik and his principle in sales , which is to look at what came out of the hand and returned to it , Ibn Juzzey explains the face of usury in the sale of the sample: "For one man to say to another: Buy me a commodity like this and win you in it like this, such as saying : Buy it for ten and give you fifteen for a while, this leads to usury , because the origin of Malik is that he looks at what came out of the hand and entered it and cancels the media."<sup>5</sup>

Riba infiltrates the sale of the sample in its own sense to the owner , in two ways, although owning the commodity may be intentional:<sup>6</sup>

The first aspect: It is that the seller of the sample used the buyer to achieve his intention to pay money and get more from it. Al-Zarqani says: "This was named because the seller used the buyer to collect his intention from a small payment to take a lot from him."<sup>7</sup>

The second aspect: It is the benefit of the buyer , which is that the buyer who needs a commodity and does not have its price , and does not know who lends it that price or a merchant who sells it to him for a term, resorted to another person who is the seller of the sample, so he ordered him to buy that commodity , and then to sell it to him at a profit for a term, instead of borrowing from him with interest to buy that commodity that he needs.

The seller of the sample got his intention to pay a little in cash, to get more than what he paid for, and this is not said about trade , because the Maliki restricted this dealing with a people who have no trade, but their perseverance hunted the needs of people and their compulsion, and the buyer also achieved his intention to obtain the commodity and did not have its price, by paying deferred money in excess of its real value to a financier, and in this is a suspicion of usury, and there is another warning in the sample that Maliki causes the prohibition, which is to sell what the seller does not have in the sales of the sample, Al-Baji says: "And in it, that is, he bought this camel for me with cash so that I buy it from you in order, to sell what the seller does not have, because the buyer of cash has sold it to the camel buyer before he owns it, and there is an advance in excess, because the camel sells it for ten, provided that he sells it in twenty to the end, including that it is ten years in twenty to the end, and these are all with the

<sup>1</sup>- The woodcutter, *ibid.*, 4/299.

<sup>2</sup>- Ibn Rushd, previous source: p. 537.

<sup>3</sup>- Ibn Rushd, Statement and Collection: 7/89.

<sup>4</sup>- Al-Kharashi, Hashiyat Al-Kharashi: 5/466.

<sup>5</sup>- Ibn Juzzey, Jurisprudential Laws: p. 293.

<sup>6</sup>- Jalal Abu Zaid, Jurisprudence of Usury: p. 522.

<sup>7</sup>- Al-Zarqani, Sharh Mukhtasar Khalil: 5/191.

permissibility of sale and the sample showed its other people."<sup>1</sup>

One of the reasons for Malikiyah's differentiation between the sample and the sales of maturities is the existence of issues in the sample in which the term is not stipulated, but its intervention is the suspicion of usury, as in the form of buying a commodity such as this with ten cash, and I buy it from you with twelve cash. "Malikiyah justified it by the meeting of the advances and the lease, which is one of their assets of usury, as the lease is a type of sale, and the sale and advances of an asset of usury, and<sup>2</sup> so the sales of maturities were combined with the sale of the sample with the Malikiyah in the fact that usury is a cause in prevention, as all these sales go to advances and benefit, that is, a loan of usury.<sup>3</sup>

### **The second topic: The assets on which the base of sale of maturities was built.**

In determining the provisions of the chapter on the sale of deadlines and the rooting of its issues, Maliki relied on a number of fundamentalist and purposive rules, which are among the basic rules governing the provisions of financial transactions in the Maliki doctrine, namely:

#### **Section I: The origin of blocking pretexts.**

The origin of bridging pretexts is considered one of the most important legislative and jurisprudential principles in the Maliki doctrine, and Maliki jurists have resorted to arbitration of this principle in many sections of jurisprudence and its issues – predominantly and apparently in matters of financial transactions and sales provisions.

The chapter on the sale of deadlines is considered one of the widest sections in which al-Malikiyah applied the origin of filling the pretexts. Ibn Rushd said: "The origin of what this book is based on is ruling on pretexts, and the doctrine of Malik - may God have mercy on him - to eliminate them, and prevent them, and the things that appear to be permissible and reach the prohibited act, including sales

that appear to be health, and reach the permissibility of usury."<sup>4</sup>

Ibn Shas said: "The origin of this door, which is known to the people of the doctrine as the sale of deadlines, is to consider what came out of the hand and returned to it. If it is permissible to deal with it, it will go ahead or else it is invalid. If the sale is a garment, for example, or otherwise, make it null and void, as if it did not have a contract, first or last, and does not change the king. What came out of the hand was considered a stable exit with which the king moved, and he did not return to it and met one of them with the other. If you find in this a forbidden face, if they acknowledge that they have a contract on it, their contract will be rescinded, then prevent this sale because of the above from the necessity of protecting the pretext, and if you do not find, then you will be accused of showing intent to permissible, and prevent if the intent appears to protect them to beg or others to the forbidden<sup>5</sup>."

Al-Shatibi divided the pretexts considering their fate, and the consequent damage, or spoilage, into four sections:<sup>6</sup>

First: The means that lead to spoiling on the face of the pieces, such as drilling the well at the entrance to the house, and this type is absolutely prohibited because it leads to a prohibition.

Second: The act is most likely to lead to corruption, such as selling weapons in time of war, and this type is also prohibited because precautions must be taken when suspicion prevails.

Third: That the diseases of the means are rare to the spoiler, such as preventing the cultivation of grapes for fear of taking wine, and this type of pretext remains on its origin in permission and legitimacy, as long as the act is authorized in it.

Fourth: That the act leads to spoiling a lot, not often, so that this number does not amount to an amount that carries the mind on the suspicion of always spoiling it, such as the sales of deadlines, usurious sales, and this type of pretexts, as Al-Shatibi says: It is the subject of consideration and measurement, where he says: "The evidence was based on consider-

<sup>1</sup>- Al-Muntakha Sharh Al-Muwatta, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1420AH/1999AD, Part:6/394.

<sup>2</sup>- Ibn Rushd, Bidaya Al-Mujtahid, 1st Edition, Dar Ibn Hazm, Lebanon, 1420/1999, p. 510.

<sup>3</sup>- Jalal Abu Zaid, Jurisprudence of Usury:P. 522/523, Adapted.

<sup>4</sup>-(Al-mokadimate wa A-momahidate), Introductions and Preliminaries, p. 524.

<sup>5</sup>- Ibn Shas, (Jawahire Al-oukod Al-thamina), Jewels of Precious Contracts, p. 682.

<sup>6</sup>-(Al-mouwafakate), Approvals, Investigation:Mashhour Hassan, 1st Edition, Dar Ibn Affan, Saudi Arabia, 1417/1997, Part:3/54-85.



ing Sharia to block the pretexts in the sentence, and this is unanimous, but the conflict is in special pretexts, which are the sales of deadlines."<sup>1</sup>

Al-Malikiyah went on to invalidate this type of sales due to the rule of blocking the pretexts, where these pretexts take the judgment of what they led to and if the text was not received regarding them, because the contract itself carries evidence of the intention of usury, as the outcome of this contract is prohibited in the Sharia, which is usury in debts and netting on the guarantee, and the Hanbalis and the Hanafis agreed with them in that<sup>2</sup>, and if the Hanbalis do not say the origin of blocking the pretexts, but it does not invalidate these sales on another basis, which is that the price if not fulfilled, the first sale is not fulfilled, so the second becomes based on it, that is not for the first seller to buy something that he did not own, so the second sale is corrupt, and the matter turns into a sale of five in ten for a term, and it is usury and we sang together, in the second contract becomes corrupt because it has the meaning of usury.<sup>3</sup>

Thus, they agree with Al-Malikiyah and Al-Hanbalah in preventing these sales, and if their behavior in the guide sometimes differs, that some of the jurisprudence they infer on the prevention of these sales on the suspicion of usury, such as what "Al-Kasani" did in "Badaa Al-Sanea", so their evidence is the same as that of Al-Malikiyah and Al-Hanbalah.<sup>4</sup>

As for the Shafi 'is, they correct these sales in the judiciary, leaving the subordinate intention to the eschatological accounting as an expulsion for their base in relying on the apparent in the contracts. The contract is valid because of the availability of its corner, which is the correct offer and acceptance, and there is no lesson in invalidating the contract with the intention, until the evidence is based on the intent of the forbidden usury.<sup>5</sup>

Al-Shatibi says: "Whoever dropped the rule of pretexts such as Al-Shafi 'i, he considered the end as well, because the sale, if it is in the interest of Jaz, and what he did from the second sale, is collected for another interest separately from the first. Each contract has its end, and its end in the ostensible provisions of Islam is in the interest of this, as there

is no end, it is corrupting this estimate, but this is provided that no intention appears to the end is forbidden, it is not correct for Al-Shafi 'i to say that it is permissible to invoke usury in any case, but he does not accuse whoever shows intent to a forbidden, and Malik is accused because of the appearance of the act of insult - the simulated contract - and it is indicative of the forbidden intent<sup>6</sup>."

## Section Two: The rule of looking at the purposes of taxpayers.

The origin of "taking into account the purposes of taxpayers" is an important rule controlling the jurisprudence of financial transactions in Maliki jurisprudence, as Maliki considered it an important basis in judging the treatment of health and invalidity in line with the major rule "things with their purposes", and the considerer of the mothers of the sources of Maliki jurisprudence does not hesitate to take the lead in taking into account the purposes of taxpayers of Maliki, so they made this one of their evidential assets, Dr. Ahmed Al-Raysouni says: "Although the" rule of things with its purposes "is considered in all doctrines as one of the mothers of the rules, the Maliki doctrine remains the leader of doctrines in taking into account the purposes of taxpayers and building judgments on them<sup>7</sup>."

Maliki jurisprudence has taken care of the psychological factors that guide the will of the taxpayers when they exercise the dispositions and contracts, as these factors or motives have an effective impact on the results of the disposition and its consequences, and thus affect its legitimacy negatively or positively, to protect the purposes of Sharia and protect the street. The origin of the Maliki doctrine is that it adopts the internal will, and is not limited to the wording of the contract, but rather searches for the motive cause through the clues, circumstances and circumstances under which the contract originated and surrounded it.<sup>8</sup>

This principle is attested to by the explicit texts contained in the sources of Maliki jurisprudence that indicate the consideration of Maliki for the purpose of the taxpayer, and their construction of judgments to take into account the charges considered, whenever they can be revealed and known through evidence and evidence, and who told the

<sup>1</sup> - Ibid., c: 5/185.

<sup>2</sup> - Muhammad Shakhil, Provisions of the Sale Contract in Maliki Jurisprudence: p. 329.

<sup>3</sup> - Al-Zuhaili, Principles of Jurisprudence, Dar Al-Fikr, Damascus, Syria, 1st Edition, 1406AH/1986AD, Part 2/893.

<sup>4</sup> - Abu Bakr Al-Hassan, Dam Al-Tazie, Journal of the Islamic Fiqh Academy, Issue: 9, Volume:3/235.

<sup>5</sup> - Ibid., 78.

<sup>6</sup> - Al-Shatibi, (Al-mouwafakate), approvals, c: 5/184-185.

<sup>7</sup> - Raissouni, (Nadariyate Al-makasid inda Al-shatibi), Theory of Objectives of Imam Shatibi, 1st Edition, International Institute of Islamic Thought, 1995, p. 97.

<sup>8</sup> - Mohamed Shaaban, The Reason for Contract in Islamic Jurisprudence, Ikhlas Press, Egypt, D.T., D.T., p. 149.

agreement of the jurists to implement this diligent principle Ibn Rushd the grandson, where he said: "The jurists of Al-Amsar agreed in places to implement the charge, and in places to drop it."<sup>1</sup>

Ibn Taymiyyah says: "There is no doubt that the doctrine of the people of the city in the invalidity of the marriage analysis and the marriage of the Shagar was followed by the Sunnis, and this is in line with the origins of the people of the city, as one of their origins is that the intentions in the contracts are considered, and for the sake of these origins they invalidated the marriage of the analyst, and invalidated the tricks that usury and the like."<sup>2</sup>

One of the important jurisprudential sections in which I work is al-Malikiyah, the basis of the charge and the consideration of the intention of the taxpayer and the branch on it, the chapter of sales and usury, where al-Malikiyah expands in prohibited sales to include many pictures, al-Malikiyah agreed to call them sales of deadlines, which are contracts based on a postponement mixed with a prohibited intent. The image of the apparent contract is permissible, but the contractors or one of them intended to usury or to something prohibited with the image of permissible sale.

Therefore, Ibn Shas made "the implementation of the charge and the intention of the taxpayer" the fifth reason for the corruption of sales and contracts in the Maliki doctrine, where he says: " Chapter V : In corruption, on the one hand, the charge addressed the negotiators that they intended to show the action of what is permissible, to reach what is not permissible, and invoked something that is permissible on the surface, to the interior forbidden in Sharia, in order to protect the pretexts."<sup>3</sup>

Then he mentioned the original on which this section was built and when the image of the contract was judged to be correct, and when its corruption was judged, and the intention of the taxpayer made the ruling and the criterion, saying: "The origin of this section, which is known to the people of the doctrine as sales of deadlines, is to consider what came out of the hand and returned to it , if it is permissible to deal with it, it went ahead or otherwise it is invalid. If the sale is a dress, for example, or otherwise, make it null and void, as if it did not fall into

a contract, first, and last, and does not change the king, and what came out of the hand was considered a stable exit with which the king moved, and did not return to it and met one of them with the other. If you find in this a forbidden face, if they admit that they had a contract on it, they rescinded their contract, then they are prohibited from this sale because of the necessity to protect the pretext , and if you do not find the goods, then you are accused of showing intent to permissibility , and prevent if the intent to protect them from begging or changing them to the forbidden."<sup>4</sup>

Therefore, the ruling on the sale of the terms of ownership was in three cases:<sup>5</sup>

(a) Agreed to prevent it: That the contracting parties intend to show what is permissible to reach what is not permissible, and the contract shall be terminated if the intention is agreed upon in the doctrine.

(b) There are two statements: and his image, if the charge is dismissed and it can be intended.

(c) There is no well-known statement of permissibility and weak prohibition: in the event of acquittal of the charge.

In all these cases, the intention of the taxpayer is the ruling and the criterion in preventing such transactions, which are often or in the most cases a diversion against usury. Malikism is not satisfied with looking at the phenomenon of the disposition and the contract to judge its validity or invalidity, but rather they look at the intention of the taxpayer and the sneaky motive behind the establishment of the disposition and the contract. If a presumption indicates a contradiction of the intention of the taxpayer and his motives for the purposes of the Sharia, they judge that contract with nullity and corruption , and they are not satisfied with looking at the fulfillment of the pillars and conditions, but rather they consider the motive and intent an important point in judging the transaction with health or invalidity in line with the general rules governing this asset and the branch of the grand rule " things with their purposes".<sup>6</sup>

While the Shafi 'is contradict them - as mentioned above -as they see that the orbit of the provisions in the Islamic Sharia in the chapter of contracts and dispositions is apparent, because the intention and motivation is a hidden, hidden, unseen thing, and we

<sup>1</sup> - Ibn Rushd, Bidayate Al-mojtahide, 2/387.

<sup>2</sup> - Ibn Taymiyyah, Total Fatwas, Jama 'Abd al-Rahman al-Qasim, Ministry of Islamic Affairs and Endowments, Saudi Arabia, DT, c20/377-378.

<sup>3</sup> - Ibn Shas, (Jawahir Al-oukod), The Precious Jewels Contract, Tah:Hamid Lahmar, 2/682.

<sup>4</sup> Ibid.

<sup>5</sup> - Al-Qarafi, (Al-fouroq), Differences, 3/1057.

<sup>6</sup> -Hussein Hamed, Observance of the Purposes of Sharia and the Fate of Acts in Islamic Banking, Al Baraka Symposium, September 2008, p. 22.

were not assigned to the knowledge of the unseen and the ruling under it, but rather we were assigned what we know of the phenomena of things and the ruling under them, and this is the doctrine of Shafi'ism, Zahiriya and Hanafi. Imam Shafi'i says: "The origin of what I am going to is that every contract was true on the surface, I did not invalidate it on the charge or habit of the pledgees and I authorized it with the validity of the apparent, and I hate them if the intention appeared if it was to spoil the sale."<sup>1</sup>

The owners of this doctrine correct every transaction that conforms to Sharia in its apparent form by fulfilling its legal pillars and conditions, and they waste hidden motives and intentions, unless they appear and are revealed in a word mentioned in the contract.<sup>2</sup>

### Conclusion:

Through this research, you have reached the following results:

- The term maturity sales is one of the terms that are unique to the Maliki doctrine in the chapter of financial transactions.
- The sales of deadlines is one of the important sections in the jurisprudence of financial transactions according to the doctrine of Messrs. Al-Malikiya, and that the diligent in contemporary matters must control his issues.
- The importance of knowing this rule and its provisions is confirmed today in light of the development witnessed by contemporary financial transactions, as many forms of modern transactions and emerging contracts - especially those conducted by banks and banks in their applications - fall within the forms of sales of maturities, and are hardly without a transaction.
- That this term was originally made and a rule in this section, under which many images, branches and issues fall, and the collective meaning of it is that it is a sale that appears to be permissible and is intended to reach a matter that is forbidden by Sharia.
- Maliki put a control over what is forbidden from these sales. They said: It is forbidden from these sales what included a sale and advances, and what included a usury advance, or what many people intended to prevent from it to reach forbidden usury, such as a sale, advances and advances with a benefit.

- Al-Malikiyah distinguishes between the term (sample) and the term (deferred sales), where Al-Malikiyah made the term "sample" special in a way that "one man to another says: Buy me a commodity such as this with ten cash, and I buy it from you with twelve terms."

- The sales of the sample share with the sales of the maturities of the owner that each of them is usually intended to refer to usury, and one of the reasons for the differentiation of the two terms is the existence of issues in the sample in which the term is not stipulated, but the intervention of the suspicion of usury.

- Al-Malikiyah's approach in the chapter of financial transactions is to tighten in pretexts and riba-based tricks.

- In determining the provisions of the chapter on the sale of deadlines and the rooting of its issues, al-Malikiyah relied on a number of fundamental rules and purposes, which are considered one of the basic rules governing the provisions of financial transactions in the Maliki doctrine, including: blocking pretexts, prohibiting tricks, the base of the charge, taking into account the purposes of taxpayers, and considering the results.

- Studying this section and knowing its provisions and downloading them on the forms of modern transactions shows us clearly and clearly the power of proprietary assets in the financial transactions section.

- The sale of deadlines is one of the important sales in which the interaction of Maliki jurisprudence with life appears, its validity to keep pace with developments, and the breadth of its origins and rules to address economic and financial realities in Islamic society. It is also a manifestation of the activation of jurisprudential, fundamentalist and maqasidi rules.

### Sources and References :

1. The Impact of Al-Qasoud on Disposition and Contracts (Athar Al-qasoud fi Al-Tasarf wa Al-okoud), Zidan Abdul Karim, 2nd Edition, Al-Resala Foundation, Beirut, 1988.
2. Provisions of the Sale Contract in Maliki Jurisprudence, (Ahkam a'kd Al-Bay'a fi Al-madhab Al-maliki), Muhammad Shakhil, 1st Edition- Dar Ibn Hazm, Lebanon, 1422/2002.
3. Principles of Jurisprudence, (ossoul Al-fiqh), Al-Zuhaili, Dar Al-Fikr, Damascus, Syria, 1st Edition, 1406AH/1986AD.
4. Statement and Collection, (Al-Bayne wa Tahsil), Ibn Rushd, Investigation: Saeed Arab, 2nd Edition, Dar Al-Gharb Al-Islami, Lebanon, 1408AH/1988AD.

<sup>1</sup> - Al-Shafi'i, (Kitab Al-Ome), Book of the Mother, 3/74.

<sup>2</sup> - Zidan, Abdul Karim, The Impact of Al-Qasoud on Disposition and Contracts, 2nd Edition, Al-Resala Foundation, Beirut, 1988, p. 10.

5. Al-djmi'a li Ahkam Al Qur 'an, Al-Qurtubi, Dar Ihya' Al-Turath Al-Arabi,.
6. Hāshiyat al-Kharashī, al-Kharashī, 1st Edition, Dar al-Kutub al-Ilmiyyah, Lebanon, 1417/1997.
7. Hāshiyat al-Dasūqī, al-Dasūqī, 1st Edition, Dar al-Kutub al-Ilmiyyah, Lebanon, 1414/1993.
8. The reason for the contract in Islamic jurisprudence, Mohammed Shaaban, Ikhlas Press, Egypt, D.T., D.T.
9. Al-Istidkhar, Ibn 'Abd al-Barr, 1st Edition, Al-Resala Foundation, Egypt, 1414/1993AD.
10. Sad Al-Dharaie ', Abu Bakr Al-Hassan, Journal of the Islamic Fiqh Academy, Issue: 9, Volume: 3/235.
11. Explanation of the boundaries of Ibn Arafat, (charh houdoud Ibn-Arafa) Al-Rasa 'a, 1st Edition, Dar Al-Gharb Al-Islami, Lebanon, 1414AH/1995AD.
12. Sharh Mukhtasar Khalil, Al-Zarqani, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1422AH/2002AD.
13. The Precious Jewels Contract, (Ikd Al jawahir Al thamina), Ibn Shas, Haqq: Hamid Lahmar, 1st Edition, Dar al-Gharb al-Islami, Lebanon, 1423-2003.
14. Jurisprudence of Usury, (fiqh Al-riba) Jalal Abu Zaid, 1st Edition, Al-Resalah Publishers Foundation, Lebanon, 1425/2004.
15. Jurisprudential Laws, (Al-kawanine Al-fiqhiya), Ibn Juzzey, Modern Library, Lebanon, DT, 1423/2002.
16. Al-Kāfi fi Fiqh al-Ahl al-Madīnah, Ibn 'Abd al-Barr, Dar al-Kutub al-Ilmiyyah, Lebanon, d.
17. Majmou'a Al-Fatawi, clect of Abdul Rahman Al-Qasim, Ibn Taymiyyah, Ministry of Islamic Affairs relegious, Saudi Arabia
18. Code of Maliki Jurisprudence and Evidence, (Moudawanate Al-fiqh Al-maliki), Sadiq Ghariani, 1st Edition, Al-Rayyan Foundation, Lebanon, 1422AH/2002AD,
19. Taking into account the purposes of Sharia and the consequences of deeds in Islamic banking, Hussein Hamed, Al Baraka Symposium, September 2008.
20. Introductions and Cradles, (Al-mokadimate wa Al-momahidate), Ibn Rushd, Dar Sader, Lebanon, DT-DT.
21. Encyclopedia of Kuwaiti Jurisprudence -Ministry of Islamic Affairs and Endowments -Kuwait - 3rd Edition- 1405/1985.
22. Approvals, (Al-mowafakate), Al-Shatibi, Investigation: Mashhour Hassan, 1st Edition, Dar Ibn Affan, Saudi Arabia, 1417/1997.
23. Mawaheb Al-Jalil, Al-Hattab, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1416/1995.
24. Al-Muntaqa Sharh Al-Muwatta, Al-Baji, 1st Edition, Dar Al-Kutub Al-Ilmiyyah, Lebanon, 1420AH/1999AD.
25. Maqassed Theory of Imam Shatibi, Raissouni, 1st Edition, International Institute of Islamic Thought, 1995.
26. Yousef C. (2020), Al-Ghazali's Virtue Ethical Theory of the Divine Names: The Theological Underpinnings of the Doctrine of Takhalluq in al-Maqasad al-Asna, Journal of Islamic Ethics, Volume 4, Issues 1, Pages 155-200, 10.1163/24685542-12340042.