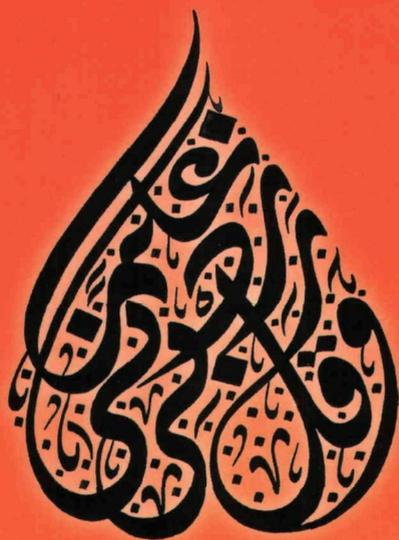


JOURNAL OF
**CONTEMPORARY
ISLAMIC STUDIES**

Vol. 2, Issue 1 2016

ISSN 2289-9634



Academy of Contemporary Islamic Studies
UNIVERSITI TEKNOLOGI MARA

JOURNAL OF CONTEMPORARY ISLAMIC STUDIES

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The illustrated image at the front cover of JCIS is a diwani's calligraphic art of Qur'anic verse: **وَقُلْ رَبِّ زِدْنِي عِلْمًا** which means "...and say, 'my Lord! increase me in knowledge'" (Thoha: 114). The verse is indeed, implies our prayer to call for the enhancement of our knowledge. The true knowledge that can lead to the absolute truth and prosperity; combination of revealed and contemporary knowledge. Therefore, JCIS is one of the medium for disseminating these knowledge.

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Vol. 2, Issue 1 2016

Published by:

Academy of Contemporary Islamic Studies
Universiti Teknologi MARA,
40450 Shah Alam, Malaysia

Designed & Printed by:

Intel Multimedia & Publications
Shah Alam
(019-3799101/intelmap@yahoo.com)

JOURNAL OF CONTEMPORARY ISLAMIC STUDIES

CONTENTS

The Reasoning Pattern of Islamic Jurists' Views on Ar-Rahn (Islamic Pawn Broking) Contract and Its Ruling <i>Dziauddin Sharif, Amir Shahaaruddin & Nurul Aini Muhamed</i>	1
Application of Rasch Measurement Model in Quality Evaluation of Shariah Compliant Gold Investment (SCGI) Instrument <i>Najahudin Lateh & Ghafarullahuddin Din</i>	19
The Best Interest of the Child: An Analysis of the Judicial Approaches in Assessing Child Maintenance Applications in Shariah Courts <i>Nurhidayah Hashim & Tim Lindsey</i>	35
An Overview of Ibra' Implementation in Malaysian Islamic Banks <i>Mohd Ab Malek Md Shah, Jeniwayy Mohd Jody, Mohd Harun Shahudin & Sulaiman Mahzan</i>	59
Behavioural Response Patterns on the Organisational Factors Influencing Compliance Behaviour of Business Zakat <i>Mohd Rahim Khamis</i>	69
Interactive Multimedia for Learning Hajj <i>Ilinadia Jamil & Zainal Kadir</i>	85

Kesedaran Pelabur Harta Tanah Terhadap Sistem Kewangan Islam	97
<i>Rohayu Ab. Majid & Rosli Said</i>	
Kekerapan Penerbitan di SCOPUS Mengenai Flora-Flora dalam Al-Quran dan Al-Hadith	123
<i>Mohd Asmadi Yakob, Mohd Yakub @ Zulkifli Mohd Yusoff, Monika @ Munirah Abd Razzak Khadher Ahmad, Nurulwahidah Fauzi, Khalijah Awang, Rozana Othman & Mohd Rais Mustafa</i>	
Perkongsian Pendapatan Suami Isteri dalam Keluarga Islam dan Impak kepada Kualiti Hidup	143
<i>Azhar Abdul Aziz, Raihanah Hj Azahari & Khairul Faezi Mohd Said</i>	
	161
تطور الاستشراق	
<i>Haitham Ibrahim Ahmad al-Sharu, Salmah Ahmad & Muhammad Nur Abdullah</i>	

The Reasoning Pattern of Islamic Jurists' Views on al-Rahn (Islamic Pawn Broking) Contract and Its Ruling

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ABSTRACT

According to the Islamic jurisprudence, al-rahnu is pledging a non-fungible property as surety against debt whereby the debt shall be paid from the pledged item in case of default. However, Muslim jurists differed in determining the nature of al-rahnu contract. The Ḥanafī, Shāfi'ī and Ḥanbalī jurists viewed al-rahnu as a charitable contract while the Maliki jurists considered it as a form of an exchange contract. These differences originated from their different interpretation of the verse 2: 283 in the Qur'an. Using the taxonomical classification approach by Rosch (1976), this paper examines the pattern of reasoning adopted by the jurists of the main schools of Islamic jurisprudence. Rosch's model is chosen as it can assist the researcher to categorize the aspects of discussion between the al-rahnu nature, conditions and rulings. While the model consists of superordinate and subordinate relationships, the paper enhances the conceptual framework of al-rahnu into the discussion of conditions and rulings. Thus, the harmonized effort of taxonomical classification is developed to discuss the related rulings resulted from the position of al-rahnu as a form of charity or exchange contract. The study shows that Mālikī and Shāfi'ī are seen to be the most consistent schools in holding their stance about al-rahnu nature. The consistency can be identified through the examination of al-rahnu rulings that matched with their original position. It is also found that the rulings of Mālikī jurists are more lenient in stipulating conditions in the contract while Shāfi'ī stood otherwise.

Keywords: Al-Rahn Contract, Islamic Jurisprudence, Reasoning Pattern, Islamic Jurist

1. Introduction

Ibn Kathīr was one of the scholars that explained very well about al-rahn mentioned in *al-Baqarah* verse 283 (al-Qurashi, 1999). Bukhārī and Muslim alone have recorded at least ten to eleven texts of various degree of hadith about al-rahn in their respective books, Ṣaḥīḥ Bukhārī (al-Bukhārī, 810-870M/194 – 256H) and Ṣaḥīḥ Muslim (al-Naisābūrī)¹. Similarly, the jurists from every age and school of thoughts have contributed tremendous works through discussion of a particular topic. They were devoted throughout their life in seeking truthful inputs for every angle of the Islamic law. The great names such as Ibn ‘Ābidīn, al-Shaybānī, al-Ḥaṣkafī and al-Shaybānīarakhsi of Ḥanafī, al-Mawardī, al-Syirāzī, al-Rāfi‘ī and al-Nawawī of Shāfi‘ī, al-Dāsūqī, al-Dardīr, al-Khalīl and al-Qarafī of Mālikī as well as Ibn Qudāmah of Ḥanbalī have indeed become a living legend to the modern scholars in Islamic law. The great collection on al-rahn issues has flourished through the meticulous process and methodology developed by them. The reviewing process, the debate of the issues, the comparative methods, the evidences they used and the principles of jurisprudence that they held became the extraordinary efforts that nobody could deny (Dziauddin et al., 2013).

This paper focuses on the reasoning pattern of al-rahn and its rulings of the main schools of Islamic jurisprudence. The paper is structured as follows: (i) it starts with the selection of an appropriate methodology to be used in classifying the variety of al-rahn condition and its ruling. In seeing the pattern more clearly, the taxonomical classification approach is determined. (ii) The method produces two levels of discussion namely position and condition-ruling discussion. These two levels were a result of harmonisation process from the original Rosch model. (iii) The harmonisation is the process of suiting Rosch (1976) model to other disciplines of knowledge. In this case; the position of al-rahn is a fundamental matter for Islamic scholar’s stance in determining their further discussion about the condition and ultimately its ruling in the contract; (iv) Later, the classified reasoning model is designed resulted from the process of the first and second levels of discussion that ultimately determine the superordinate and subordinate of taxonomical classification.

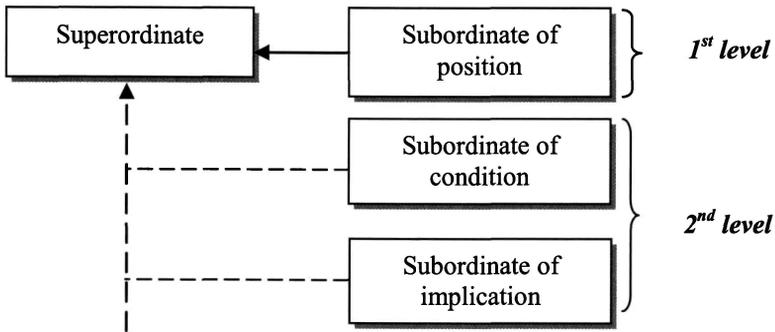
¹ See the various text of hadith about al-rahn through al-Bukhari (810-870M), no. 2068, 2200, 2252, 2386, 2509, 2511, 2512, 2513 and al-Nisaburi (1015-1016M), no: 1603/124-126, p.1226 & 1919

2. Methodology

This study retained the theoretical model of al-*rahn* of the renowned scholars as there are reasons behind each judgment of the scholars. The study adopted a taxonomical classification's approach that leads to a classification of some identified rulings that inter-relate to one another. The relationship between the numbers of attributes is called taxonomy. Eleanor Rosch et al. (1976) define *taxonomy* as a system where categories are related to one another by means of class inclusion. Each category within the taxonomy is entirely included within one another but is not exhaustive of other inclusive categories. A resulting taxonomy is a particular classification, arranged in a hierarchical structure or classification scheme. Typically, this is organized by super type-subtype relationships, also called generalization-specialization relationships (Seal, 2007).

While the introduced Rosch model consists of superordinate and subordinate relationships, a harmonization of the model is needed to suit other's discipline of knowledge. One of the harmonized efforts of taxonomical classification is to discuss related attributes of expanded matter from the original scholarly al-*rahn* definition. The related attributes of expanded matter that excluded from the common attention has become the second level of a discussion. The second level has a significant value when the attributes that appear in the first level have been refined. This classification process from the refinement of a discussion requires a deep and lengthy debate on al-*rahn* position and its ruling among scholars, so that every classification of the attributes is inclusive. Chernyak and Mirkin (2013) provide the latest example of study that uses a two-step approach in devising a hierarchical taxonomy of a domain while refining computationally Russian-language on Wikipedia (Chernyak & Mirkin, 2013).

**Diagram 1:
The harmonized model of taxonomical classification**



3. Findings and Discussions

In discussing the al-rahn position, conditions and rulings of each schools of jurisprudence, a classification of jurists' views, stance and rulings has been categorised to identify the related aspects of the discussion. This taxonomical classification was derived from the various thought of renowned Muslim scholars mainly Ḥanafī, Mālikī, Shāfi'ī and Ḥanbalī. Even though all of them discussed the same thing; a different methodology adopted by each school led them to have different rulings on al-rahn conditions. Although the classification process included the focused position; a harmonised model of al-rahn ruling asserts the second level of an expanded discussion. The second level of discussion is the related ideas and views from the first level of discussion of al-rahn position written by scholars of each school. The harmonisation of model begins with a process of position' determination that had been written by scholars of all schools of thought before the detail discussion about the contract's condition and rulings that take place. The first level of discussion is called al-rahn position while the second level is called al-rahn condition-ruling discussion.

3.1. The Position of Al-rahm

Ḥanafī, Shafī'i and Ḥanbalī jurists viewed al-rahm as a charitable contract regardless of either the conditions is stipulated during the contract or after the right² is confirmed and the contract is bonded by the offer and acceptance (al-Zaila'ī 1414H). Al-Rāfi'ī of Shāfi'ī viewed that there is a slight difference between a sale and a pawn-broking contract. Unlike the sale contract that required the contracting parties to have risk and responsibility, al-rahm is not burdened by it. In fact, al-rahm is a voluntary contract conducted by the debtor for the debt he owes (al-Rāfi'ī, 1997). According to al-Buhūṭī of Ḥanbalī, al-rahm contract is valid as long as the contracting parties do not stipulate the fulfillment of certain condition (al-Buhūṭī, 1947).

Meanwhile, the Mālikī jurists view that al-rahm bonded with certain required condition is no longer a form of charity. The contract of al-rahm should be applied after the debt contract in order to remain the position of charity. Al-Dāsūqī of Mālikī allows al-rahm to be stipulated in the sale or loan contract as long as it is engaged by the eligible person, otherwise the position of *tabarru'* is invalid (al-Dāsūqī, n.d.).

3.1.1 First Level Discussion

The position of al-rahm as a charity-based contract cannot be literally concluded because the earlier scholars had discussed them extensively and comprehensively. For instance, Qādī Zādah argues the Ḥanafī's justification about al-rahm as charitable contract as he claims the inconsistency of charitable attribute along the process of the contract. He claims al-rahm contract is more of *mu'āwadhāt* (exchange) rather than *tabarru'at* (charity) as the creditor or the value of the collateral may become a guarantor or a guarantying object to a damaged or loss collateral. In the event of object's damage or loss, it can be considered as the settlement of the debtor's debt. On that reason, the offer of giving jewelry for instance, as collateral by the debtor must be clearly accepted by the creditor so that, he can be bonded by the responsibility for any risk of damage or loss (Ibn Hammām, d.681h:0:137). This view has also been shared by al-Kasānī as he says a legally capable person or a minor who

² Right refers to the money or asset of the creditor who lent out or sold to the debtor

had his guardian's permission are allowed to execute al-rahn contract (al-Kasāniyy, 1971).

Meanwhile, al-Buhūtī views al-rahn is not compulsory for securing a debt and a party who involved in al-rahn is based on the principle of charity (al-Buhūtī, 1947). In contrast, any condition stipulated in al-rahn contract will be considered as *mu'āwaḍāt* (Mat Noor & Azlin Alisa, n.d.). *Mu'āwaḍāt* is an exchange contract where the benefits of the contract are enjoyed by the contracting parties. However, al-Kasānī explains that there is evidence which shows that al-rahn is neither *mu'āwaḍāt* nor *tabarru'āt*. He claims the action of giving and receiving the collateral is not an exchange for something. At the same time, the purpose of securing a debt is not optional. The jurists of Ḥanafī said that the creditor has the right to reclaim a debt by selling the collateral. In the event of loss, the function of al-rahn as security is therefore ended (al-Kasānī, 1971). In the meantime, al-Rāfi'ī of Shāfi'ī agreed the explicit view of Māliki about the stipulation of condition in the contract. He said the position of al-rahn as *tabarru'* is not affected by stipulated conditions in al-rahn or even al-rahn as a stipulated condition in other contracts (al-Rāfi'ī, 1997).

3.1.2 Second Level Discussion

As was discussed, there are two views regarding al-rahn. Firstly, a group that considers al-rahn as *tabarru'* contract and secondly, a group that views al-rahn as *mu'āwaḍāt* contract if it is stipulated by required conditions. The views implicate sub-division of the conditions; the agreed and disputed conditions. The agreed condition is the unanimous agreement among jurists in terms of its ruling, while the disputed condition is the undecided agreement of its ruling.

There are three conditions of al-rahn as discussed by the jurists; the condition required by the contract, the condition that contradicts the contract objectives and the condition neither required nor contrasted to the contract objective. The first type of agreed condition requires the debtor to place collateral for the debt and creditor may sell it as redemption for non-payment of the debt. In this case, the creditor can stipulate a condition in the contract by giving him primacy over other creditors through the possession of collateral from which he has the first right to claim what is owed to him.

The second type is the debtor requires the creditor not to sell the collateral in the event of default; or a debtor does not give a primacy over other creditors in settling the creditor's debt. In this case, all scholars from

Ḥanafī, Mālikī, Shāfi'ī and Ḥanbalī unanimously agreed such condition is unlawful. However, they differed in opinion about the whole contract's effect, either it is defective (*fāsīd*) or terminated (*bāṭil*).

The third type is the condition that is based on *maṣlaḥah* (Khadduri n.d.) which merely aims to strengthen the existing requirement such as testimony of al-rahṅ, al-rahṅ in a sale contract and al-rahṅ with compensation. All scholars of Ḥanafī, Mālikī, Shāfi'ī and Ḥanbalī agreed that this condition is lawful and the contracting parties should fulfill it or otherwise one of the parties involved can terminate the contract.

In general, the ruling of the stipulated condition is divided into two types; lawful and defective. The lawful condition is that fulfills the nature of the contract or denies the absence of the contract's nature. If it is neither fulfills nor denies the nature or the absence (of the nature), it is considered *maṣlaḥah*. Meanwhile, the defective condition is the condition that contrary to the nature of the contract. The Shāfiī school viewed the defective condition denied the nature of the contract and the *maṣlaḥah*. However, its denial did not affect the termination of the contract. For an example the prohibition of eating animals used for the agricultural purposes is defective, but the whole contract is not affected.

3.1.3 The Conditions that Affect the Disputed Rules of al-Rahn

Some jurists said the conditions denied the nature of the contract and led to the unlawful effect. There are five situations as discussed by jurists:

1. The creditor stipulates a sale of collateral for any default payment
2. The creditor stipulates acquired benefit in al-rahṅ
3. The creditor stipulates the acquired benefit to be turned into his ownership
4. The creditor stipulates a guarantee or a release from it
5. The creditor stipulates the termination of the debtor's ownership

1) In the event of the creditor requires a sale of collateral for any default, two views are prevailing:

The first view: The condition is lawful because the agreement of debt's repayment is mandatory. This is the view of the Ḥanafī (al-Zaila'ī 1414H), Mālikī (al-Tasuli 1998) and Ḥanbalī (Ibn Qudāma, 1405H).

Second view: The creditor is not allowed to require a sale of collateral and if he does, the condition is unlawful and thus, it should be ignored. This is the view of Shāfi'ī scholars. However, the effects of contract vary and there are two views in this regard (al-Muḥī'ī n.d.). The dominant opinion said it is unlawful and contrary with the nature of the contract because of giving an additional benefit to a creditor and being harmful to a debtor. It is lawful since al-rahn is a tabarru' contract and is not affected by a defective condition.

The Shāfi'ī's justification of favouring a creditor as a representative rather than a buyer is to avoid conflict of interest. If a creditor is a buyer of collateral, this would create conflict of interest. The debtor wants the highest possible price of the collateral, but the creditor might be otherwise. This conflicting interest creates unfavorable situation to both contracting parties. It was like someone who becomes the agent of buying something that is determined but he bought it at his own wish (al-Muḥī'ī, n.d.). However, it is argued that the conflict can be avoided if the creditor's right becomes the priority for the debtor to fulfill. Therefore, the analogy of an agent to purchase an item on his behalf is irrelevant (Ibn Qudama, 1405H).

- 2) There are two views in the event when the creditor requires a benefit utilisation in al-rahn contract:

The first view is lawful. This is the view of Ḥanafī, Mālikī and Shāfi'ī (al-Zaila'ī, 1414H). In this regard, the Ḥanafī, Mālikī and Ḥanbalī viewed that the growth arising from a collateral such as plants, biological offspring (of human and animal) and fruits can be stipulated as it does not contradict to the nature of the contract. The Shāfi'ī views that the growth of the collateral can be stipulated in the contract if its value is lesser than the original collateral. However, the condition will be terminated if someone requires the growth as the proceeds of the collateral. In this case, proceeds are likely to be meant as profit generation (al-Shaybānī, 977H).

Second view: The condition is defective. This is the majority of Shāfi'ī scholars' view. They considered the pre-determined growth as unknown and thus against the condition of al-rahn that must be existed and known (al-Sharbinī, 977H).

- 3) In the event when the creditor requires the benefit of the collateral to be turned into his ownership, the views are divided among the schools of Islamic jurisprudence.

Hanafi School: *Makrūh Tahrim*³ (Ibn 'Ābidīn, 2000)

Mālikī School: The benefit can either be a type of debt or its own type (benefit). If the benefit is not a type of debt, the creditor can require the benefit of the collateral to be turned into his ownership with two conditions:

- i. The period of benefit utilization is prescribed.
- ii. The collateral is stipulated in the sale contract.

If the period is not prescribed, the factor of ignorance and loan that draws a benefit could lead to the contract unlawful. If the benefits came from a type of debt; then it should be included⁴. If the benefit is included as a condition, it cannot be postponed and only can be conducted in the debt contract only. If the benefit is due to the excess of debt given for a delay of payment; then it is prohibited either in the debt or sale contract. If the benefit is due to excess of debt intended to be given back to the debtor; then it should be included in the debt contract only, not in the sale contract (al-Dāsūqī, n.d.).

Shāfi'ī School: There are two situations to be discussed:

- i. The benefits shall be given without an exchange

The benefit imposed in the contract is unlawful either it is determined or not, either the debt resulted from the deferred sale or the loan contract or none of them. This is based on the hadith narrated by Imam Mālik, Bukhārī and Muslim (al-Aṣbahī, 1991) about the imposition of releasing the slave of *mukātab*⁵.

".....Then he (Prophet Muhammad) said, 'What is wrong with the people who make conditions which are not in the Book of Allah? Any condition which is not in the Book of Allah is invalid even if it is a

³ a matter that prohibited by Sharī'a with a definite prohibition but based on the presumption evidence (*ẓannī*).

⁴ the benefit is a part of the debt

⁵ the slave who enters a contract of manumission with a master according to which he/she is required to pay a certain sum of money during a specific time period in exchange for freedom

hundred conditions. The decree of Allah is truer and the conditions of Allah are firmer, and the wala' only belongs to the one who sets free.' "

The ḥadis implies that imposing a benefit is not stated in the Quran and Ḥadis; and therefore such condition is considered unlawful. Scholars have differences of opinion on whether or not benefits would affect the whole contract. Firstly, the contract is unlawful as it contradicts against the nature of the contract and this is the dominant view. Secondly, the contract is still valid as it is a form of charity.

ii. The requirement of benefits in the contract should be exchanged for something (‘iwaḍ)⁶ (Linant de Bellefonds, 2013).

The word ‘iwaḍ (or equivalent counter value) denotes the counterpart of the obligation of each of the contracting parties in onerous contracts which are called commutative; that is, contracts which necessarily give rise to obligations incumbent upon both parties. Thus in a sale contract, the price and the thing sold are the counter value of one another. Should it be lacking, then unjust enrichment (*faḍl māl bilā ‘iwaḍ*) will follow. Should the balance between the two dues be merely uneven then there is an illicit profit gained by the party who receives more than he has given. There are two circumstances in this case:

- a. If period is not specified; such condition and even a whole contract are unlawful because it raises the element of ignorance.
- b. If the period is specified, for instance: "I sell to you my slave for 100 dinars on deferred provided that you pledge your house which the benefits to be mine for a year, then a part of the slave will be a selling price and the rest is for a rental in exchange for the benefit of the house" (al-Du‘ailaj 1986). Therefore, if the value of the benefits equivalent to 50 dinars then the actual value of slave is 150 dinars. This means two-third of the actual value is the selling price of a slave and another one-third is a rental payment of the house. This is a combination of sales and lease agreement with an exchange between benefit of the house and its rental. In this case, there are two opinions in the Shāfi‘ī School:
 - i. The sale and rental are two allowable contracts and they can be combined together. Thus, a condition of the benefits is stipulated in the contract due to the existence

⁶ Exchange value, compensation, that which is given in exchange for something.

- of a measurement. If it is not notified during the contract, it is invalid.
- ii. The sale and lease contract; and its condition are invalid. The sale of slave is defective and al-*rahn* is terminated due to the unknown period of sale and lease.

However, the contract is lawful if the selling price of the goods and the value of the benefit are determined, for instance: "I sell my slave for 100 dinars (on deferred payment) with a condition that you pledge your house to me with benefits (that I can utilize) for a year and 5 months (al-Syirāzī, 1992). Ḥanbalī School viewed that stipulating the usufruct is defective as it violates the contract objective. However, it does not lead to the termination of the contract (Ibn Qudāma, 1405H). In conclusion, Ḥanafī, Shāfi'ī and Ḥanbalī School did not allow a condition of inserting a benefit in the contract but the Mālikī School permits it.

4) The creditor requires a guarantee or a release from it.

Ḥanafī School views that the collateral must be secured by the creditor. However, the secured value of the collateral should be less than the value of the collateral and the debt and this is agreed by Mālikī. Mālikī School holds to the original law of guarantee where the loss of the collateral should be borne by the creditor. Shāfi'ī and Ḥanbalī school views that the collateral is a form trusteeship. The creditor can be responsible for any loss except in the case of negligence. There are two situations that need to be discussed regarding the issue of guarantee. First, a creditor requires a release from guarantee - Ḥanafī (Ibn'Ābidīn, 2000) and Mālikī (al-Dāsūqī, n.d.) said when the creditor requires a release from any loss of collateral; such condition is unlawful because it denies the nature of the contract and the responsibility. According to Asyhab of Mālikī School, a release of any guarantee by the creditor is permissible as al-*rahn* is a voluntary contract. Thus, a creditor can be released from any responsibility from the collateral. Secondly, a debtor requires a creditor to guarantee - Shāfi'ī (al-Sharbīnī, 977H), Ḥanbalī (Ibn Qudama, 1405H) and Mālikī (al-Dāsūqī, n.d.) said that if the collateral is guaranteed by the creditor; such condition is defective because of denying the nature of the contract. However, Asyhab of Mālikī says it is permissible. The dispute in Mālikī's school is due to the status of al-*rahn* as a voluntary or involuntary contract. The condition stipulated in al-*rahn* is lawful when the contract is voluntary.

Apparently, Ḥanafī and Mālikī ruled that such condition is lawful as it suits the need of the contract. Similarly, if it is not guaranteed, it is also lawful for a similar reason⁷. This is a view of Shāfi‘ī, Ḥanbalī and part of Mālikī. The disagreement between Asyhab and other Mālikī scholars are about the different views between these two cases. Asyhab says the preferred view is in the first case while the non-preferred view (*marjuh*) is the second. The first case is preferable because the original method of al-rahn in the Mālikī School is no guarantee against collateral. Making a creditor as a guarantor will cause him a financier for the missing pledge. Therefore, imposing a condition of unguaranteed is in line with the nature of the contract; thus, Asyhab’s view is closer to Mālikī’s original law of al-rahn.

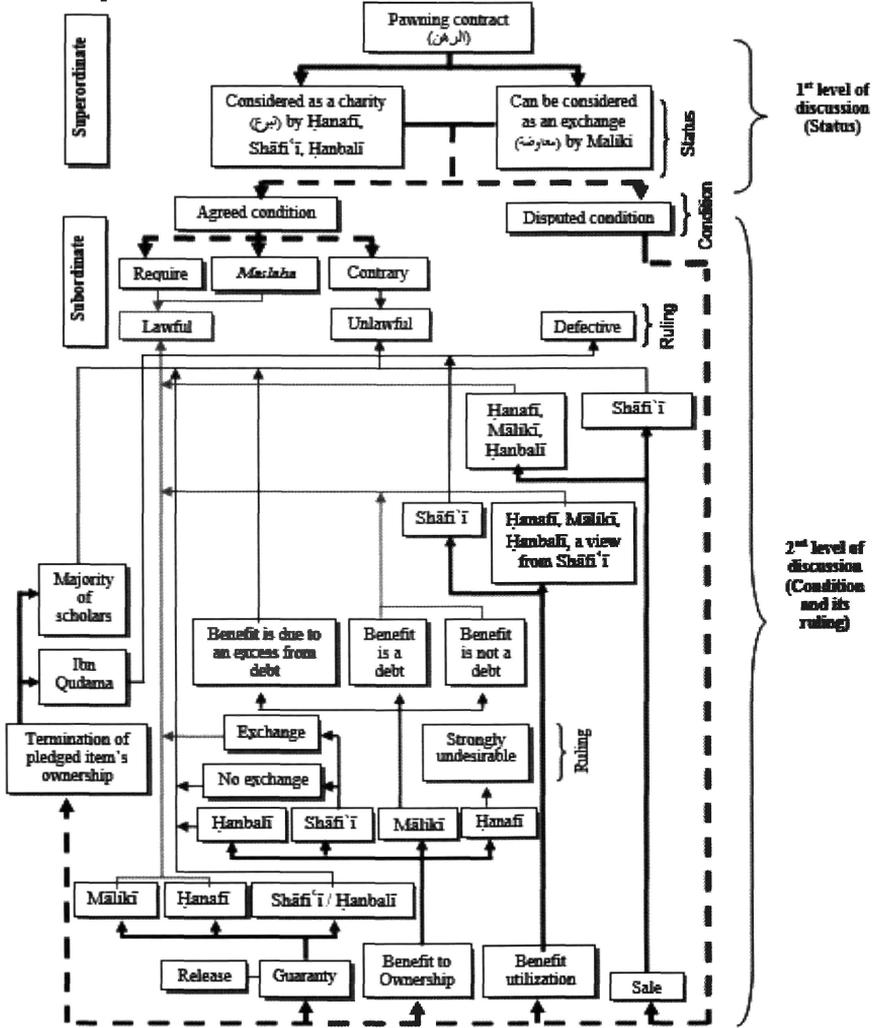
- 5) The creditor requires the termination of the debtor’s ownership on the collateral

Majority of scholars view that it is unlawful if a creditor imposes such condition. It will affect the position of collateral from a pledge to a debt in the event of default. This means that the debtor will be burdened by a multiple debt; first, it is the loan contract and secondly, the changing position of collateral’s ownership which is no longer an asset of the debtor. Ibn Qudāmah says “It is a defective condition if a creditor changes the status of the collateral to the debt or the proceed of the sale to belong to him (creditor) in the event of default”. This was narrated by Ibn ‘Umar, Shuraiḥ, al-Nakhā‘ī, Mālik, and none of the *ahl ra’y*⁸ (Hasan, 1967) has differed about it (Ibn Qudāma, 1405H). This is based on a hadith narrated by Abū Hurairah (May Allah be pleased with him), the prophet said: “*The collateral does not become property of the creditor, and the pawning debtor retains rights for its output and obligations for its expenses*” (al-Asbahi, 1991). In more clarifying view, the al-rahn taxonomical classification reasoning model is designed as below:

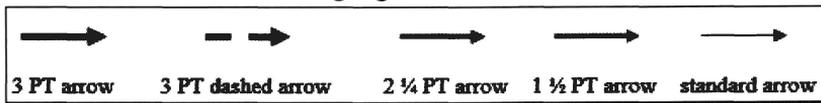
⁷ only for those who considered ar-rahn as a tabarru‘ contract

⁸ A reasoning group of Islamic jurists

Diagram 2:
The taxonomical classification model for al-rahn position, condition and ruling among jurists of Islamic Schools of Thought



The signage of the arrows:



Before going further into the model explanation, the signage of the arrow is crucial to apprehend. There are five kinds of arrows in the model called 3 PT arrows, 3 PT dashed arrows, 2 ¼ PT arrows, 1 ½ PT arrows and standard arrows. The 3 PT arrows connect the main topic with the position of al-rahn and 3 PT dashed arrow implicates the agreed and disputed condition of al-rahn. It also indicates the border line between two levels of discussion (position and condition-ruling). Meanwhile, 2 ¼ PT arrows connect the condition with the jurists' views classification and 1 ½ PT arrows connect the jurists' views with their details and explanations. Ultimately, the standard arrows will connect all the views to the ruling; either lawful, unlawful defective or strongly undesirable. A coloured (blue, red, brown) of standard arrows are displayed to avoid an obscure.

The model shows the classified model of taxonomical classification for al-rahn's position, condition and ruling. It contains two levels of discussion called the position and condition-ruling discussion. The first level that focuses on the position of al-rahn is divided into two; those who said al-rahn is a form of charity and second; those who permitted al-rahn to be a form of non-charity or an exchange contract that can transfer an ownership or obtain a benefit. In the second level, the process of classification has determined two classified items of condition and four classified items of its ruling. The two classified items are the agreed condition and the disputed condition. Meanwhile, the four classified items of its ruling are lawful, unlawful, defective and strongly undesirable. Later, the pattern of discussion can be seen through their views on the ruling of each condition that resulted from their stance of al-rahn position.

For example, all schools of Islamic jurisprudence except Mālikī considered al-rahn as a form of charity. Mālikī scholars have loosened their stance on al-rahn as they said the contract is an exchange contract when it is stipulated by the condition. However, the stipulated condition in the contract did not restrict Ḥanafī, Shāfi'ī and Ḥanbalī from remaining their position of al-rahn as a form of charity. These different views among them have led to further details about the agreed and disputed conditions in the second level of discussion. This second level discusses the classification of the ruling whether it is a lawful, unlawful, defective or strongly undesirable contract. The rulings were derived from a long debate among the jurists of each school. Ultimately, the pattern of reasoning from the first level to the second level of discussion can be seen easily. Except for a few disputed rulings from their own scholars,

Mālikī and Shāfi'ī were seen to be the most consistent schools in holding their stance about al-rahn position. Mālikī is the school that allows al-rahn to become a form of an exchange contract while Shāfi'ī holds it as a form of charity. The consistency can be identified from the arrows that frequently reached to the classification of ruling that matched with their original stance. The rulings of Mālikī scholars are more lenient in imposing conditions to be stipulated in the contract while Shāfi'ī stands otherwise.

4. Conclusion

Ḥanafī, Mālikī, Shāfi'ī and Ḥanbalī have their specific methodology that they have developed since hundreds of years ago. Their difference stance about the position of al-rahn is due to many reasons and one of them is the difference in terms of understanding the evidence or determining their ways of reasoning. While revisiting the position of al-rahn and its ruling, the differences can be seen between scholars of the school in reasoning the al-rahn ruling that derived from their stance and conditions. There are scholars that favoured al-rahn as a form of charity while the others are not. The consistency and the strength of their evidences will ultimately determine which of the rulings are more preferred upon the other. However, this situation did not show an emblem of delirium, but rather an indication of priority level and a different understanding between them. Thus, the various condition and rulings about certain aspects of a given different emphasis by every school is about a reasoning pattern between Islamic scholars of the main schools of jurisprudence.

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