

Al-Rahn from an Islamic Jurisprudential Perspective

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Abstract

Rahn is a transaction that helps people when they are in need of money. A pledgor will pledge his property for getting fast money from the pledgee and a certain safekeeping fee will be charged as a service to the pledgor. Islam has allowed rahn because it helps people who are in financial difficulties. By the necessity of this transaction, the poor customers will benefit and make rahn as a solution to their problems. This article aims to offer a juristic exposition of the pillars and conditions to perform rahn based on the Scholars' views. The result shows that Hanafis, Mālikīs, Shāfi'is and Hanbalīs allow the transaction of rahn with certain conditions.

Keywords: Money, Rahn, Pillars, Conditions, Scholar's views.

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Introduction

Rahn is an Islamic approved means of providing debt or financing guarantee to a creditor when he/she provides loan or finance to a debtor. It is also a useful means of enabling a poor person who has asset but is in need of cash for emergencies to pledge his asset instead of selling it to fulfill his cash need. As such *rahn* in the contemporary time is not a matter of attraction for pawnshops but even banks and financial institutions. As far

as Muslims are concerned, they need to be enlightened about its need-based working as well as its financial use so as to benefit from it as part of their religious commitment to practice shariah not only in personal life but also in *muamalat*. Accordingly, this article discusses about the pillars and conditions of *rahn* according to the four major schools of Islamic jurisprudence (*fiqh*).

Research Problem

The practice of Al-Rahn is deeply rooted in Islamic jurisprudence, yet its application in modern financial contexts presents significant challenges. While classical texts provide detailed guidelines on the pillars, conditions, and obligations of Rahn, there is a gap in understanding how these traditional principles can be effectively applied to contemporary financial systems.

Research Methodology

This research adopts a **comparative analytical approach** that combines textual analysis, comparative study, case studies, and interdisciplinary insights. This methodology involves examining classical Islamic texts and jurisprudential literature to understand the foundational principles of Al-Rahn, comparing views across different schools of Islamic jurisprudence to identify commonalities and differences, and analyzing modern case studies to see how traditional principles are applied in contemporary contexts.

Literature review

Al-Rahn is a significant aspect of Islamic finance that involves pledging a non-fungible property as surety against a debt. This literature review explores the Islamic jurisprudential perspectives on Al-Rahn, drawing from the following articles that provide comprehensive insights into the reasoning patterns, Shariah compliance, and classical references of Al-Rahn.

Reasoning Patterns of Islamic Jurists (Sharif, Shaharuddin, & Muhamed, 2016). This paper provides a detailed analysis of the methodologies and reasoning used by Islamic jurists in interpreting Al-Rahn principles.

However, it primarily focuses on the historical and classical aspects of Al-Rahn, without fully addressing the modern applications and challenges of implementing these principles in contemporary Islamic finance. This study, therefore, can fill this gap by integrating the modern context and practical applications of Al-Rahn, including discussions on Shariah compliance, legal frameworks, and real-world case studies. This would provide a more comprehensive understanding of how traditional Islamic jurisprudence can be applied to modern financial practices, bridging the gap between historical interpretations and contemporary needs.

Shariah Compliance and Modern Applications (Sharif, Shaharuddin, Muhamed, Pauzi, & Zin, 2013). This focuses on the practical aspects of Al-Rahn, particularly its compliance with Shariah law. The article reviews the historical development of Ar-Rahn and discusses the challenges in ensuring that modern practices align with Islamic principles. However, it lacks a detailed integration of these modern requirements into the broader Islamic jurisprudential framework. This paper can fill this gap by providing a more comprehensive analysis of how Shariah compliance in Ar-Rahn aligns with traditional Islamic legal principles and methodologies. This would involve exploring the reasoning patterns of Islamic jurists, examining classical texts, and discussing the legal and regulatory frameworks in a more jurisprudential context.

By addressing these points, this study can fill the identified gaps and provide a more holistic and up-to-date analysis of Al-Rahn in the context of modern Islamic finance.

Research questions

The research raises the following questions and focuses on the key aspects of Al-Rahn from an Islamic jurisprudential perspective.

1. What are the essential pillars and conditions for a valid Rahn contract in Islamic jurisprudence?
2. What conditions must the pledgor and pledgee meet for a legitimate Rahn contract?
3. What criteria must collateral meet to be valid in Islamic law?

4. What are the conditions and implications of the liability (Marhūn Bīh) in Rahn, and the rights and responsibilities in case of default?

Objectives of study

This research aims to provide a thorough and structured analysis of Al-Rahn from an Islamic jurisprudential perspective, ensuring a comprehensive concept and understanding.

1. Pillars and conditions of *rahn*
2. Conditions for pledgor and pledgee
3. Conditions for collaterals
4. Liability or obligation *marhūn bīh* conditions

1. Pillars and Conditions of *rahn*

According to *Ibn Manzūr*, *rukūn* or pillar literally means a basis to something, being its integral part, the stronger side of something, or the strong territory and the strength of the King, soldiers and others (Ibn Manzūr, 1993). Terminologically, a pillar means something without which another thing will not stand (Wizārah al-Awqāf, 2006). While, *shart* or condition literally means binding something and its commitment (Ibn Manzūr, 1993). Terminologically, condition means it is necessary without which something cannot exist (Wizārah al-Awqāf, 2006)

The majority of the scholars agreed that there are four pillars of *rahn*, namely pledgee, pledgor, offer (*ījāb*) and acceptance (*qabūl*), and liability or obligation. However, to the *Ḥanafī* School of legal thought *rahn* consists of *sighah* only (offer and the acceptance).

The formation of *rahn* contract is secured by the offer and acceptance as the pledgor says, “I pledge this thing as guarantee to my debt to you (the pledgee)”, or the pledgor says, “This thing is a collateral for my debt upon you”, or the pledgor use other words which bring the same meaning as the offer. In return, the pledgee should say, “I accept” or other words which bring the same meaning for acceptance. The words are not obligatory to be spoken out. If someone buys something with money and pays to the seller a shirt and says, “Hold this shirt until I pay you its value”

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then the shirt automatically becomes collateral because of the meaning of contract (*'aqd*) was achieved. (al-Kāsānī, 1986)

According to the *Mālikī* School, the pillars of *rahn* are: pledgor, collateral, pledgee and liability or obligation and wording. (Ibn Rushd: 2004)

The pillars of *rahn* according to the *Shāfi'i* School are: collateral, liability or obligation, wording, contracting parties or pledgor and pledgee (*'āqidān*). (al-Khaṭīb al-Sharbīnī, n.d)

As for *Hanbalī* School, there are no specific statement about the pillars, but most of their scholars mention about the core execution of *rahn* to be the same as other Schools which are collateral, liability or obligation, pledgor, pledgee, and wording. *Al-Bahūti* for instance states that it is not valid to make a pledge without the offer and acceptance like saying, “I pledge to you”, “I accept” or using other words conveying the meaning of offer and acceptance agreed between the pledgor and the pledgee. (al-Bahūti, 1993). He also explains that there are six conditions for *rahn*. Firstly, *rahn* must be implemented correctly (*tanjīz*), if it is implemented exactly like selling (*bay'*) the contract is not valid. Secondly, the *rahn* must be contracted with the right person who wants to pledge. Thirdly, the pledgor must have legal capacity to sell because *rahn* is also categorized as financial management like selling otherwise the contract will not be valid. Fourthly, the pledgor must own the collateral or someone who wants to take benefit from renting or lending, the lender and the lessee is authorized to pledge the item if permission is given from the owner even if not stated or described. Fifthly, the collateral must be known in terms of types, amounts and features. Lastly, the pledge must be an obligatory debt (*day wājib*) like loan (*qarḍ*), value (*thaman*) and damage value (*qīmah mutlaf*). (al-Bahūti, 1993)

The above views on pillars and conditions of *rahn* have similarities to each other which consist of pledgee, pledgor, liability or obligation, collateral and wording. Only *ḫanafī* stresses on wording for pledging. This demonstrates that requirements of *rahn* are transparent.

2. Conditions for Pledgor and Pledgee

About the pledgee and pledgor, they are two contracting parties who make the pledge contract. The pledgor is the debtor who owes a debt to the pledgee and owns item or collateral and he is ready to deliver it to the pledgee as collateral against his debt. As for the pledgee, he is the creditor who gives money and wants to bind the contract with items or collateral to secure the pledgor's debt from which he can fulfil his rights when necessary. (Muḥammad al-Zuḥaylī, 2011)

According to the *Ḥanafī* School, the pledgor and the pledgee must be mentally sound. Contracts from an insane person and mentally weak person are not accepted. Regarding the puberty and liberty, they are not obligatory requirements in *Ḥanafī* school as the contract is allowed for minors and slaves who have been permitted by their guardians. Minors and free person must have capability of running a business because *rahn* is like business, and those who are allowed to do business are also allowed to contract *rahn* as *rahn* is included as acceptance of money as a debt. Travelling is also not a condition for pledging. (al-Kāsānī, 1986)

The *Mālikī* School sets the following conditions for the pledgor and the pledgee: (Ibn Rushd, 2004) The pledgor should not be under any legal interdiction so as to be free to make transaction. Otherwise, the guardian has to pledge on his behalf.

- 1- Should not be a bankrupt. *Mālikīs* scholars have different opinions about whether a person who is insolvent qualifies to pledge. However, the most well-known opinion from *Mālikī* is that such a person is only allowed to contract a pledge before being bankrupt.
- 2- Whoever can be legally a pledgor is also able to be a pledgee.

According to *Shāfi'ī*, the contracting parties have three conditions; responsibility (*taklīf*), choice (*ikhtiyār*) and qualified for doing benevolent acts (*ahliyyah al-tabarru'*). As for responsibility, puberty and sanity they apply to both contracting parties, thus a minor (*ṣabiy*) or an insane (*majnūn*) does not qualify. About choice, the contracting parties must be satisfied (*riḍā*) and are willing to do the contract. If someone forces one of them or both, the pledged contract will not be valid and becomes invalid. For doing

benevolent acts, the contracting parties must be free to do so. (Muḥammad al-Zuḥaylī, 2011)

For *Hanbalī*, anyone who is allowed to be a representative, is allowed to perform *rahn*, regardless of being Muslim or *kāfir*, just (*‘adl*) or *fāsiq* and men or women. Those who are permitted to make other contracts can also do *rahn* like just or unbiased. Meanwhile, a minor or an insane is not allowed to do so because they have no abilities in managing property. But if they do, then the contract is just for them. (Ibn Qudāmah, 1968)

It can be seen that the two most important conditions for the pledgor and the pledgee are sanity and taking responsibility for the contract. Three Schools of legal thought agree that a minor cannot make a contract except the *Hanaḥī* School.

3. Conditions for Collaterals

Collateral or *marhūn* is the contracted item. It is an item which is delivered by the pledgor to the pledgee for safe-keeping in his custody from which the debt is collected when needed. (Muḥammad al-Zuḥaylī, 2011)

For the *Hanaḥī* School, the conditions for collateral are as follows: It can be accepted as a product to sell. The collateral must exist, be absolute, valid by Islamic legislation, specific, and transferable when contracting. However, there are several items that are not allowed as pledges. They are: 1) Pledging something nonexistent or doubtfully existing, such as pledging the production of date palms for one year or pledging the birth of a sheep for one year or something in a slave’s stomach and so on; 2) Pledging carcass and blood because they have no value; 3) A pledge from *muhrim* (someone who performs *‘umrah* or *pilgrimage in Mecca*) and hunted animal in the Holy places like Mecca; 4) Pledging a free man is also not allowed because he is not a property; 5) Pledging liquor and pig whether both or one of the contract parties is a Muslim, because the items have no value for Muslims. Furthermore, the term of *rahn* is an acceptance of debt and it can be used, so, it is not allowed for Muslim to accept debt from liquor and use it except if the pledgor is a non-Muslim who pay poll tax. (al-Kāsānī, 1986) But, it is allowed for Non-Muslims who pay poll tax to pledge liquor and pig among them because it is valuable according to them.

It is not allowed to pledge firewood, grass and others because they are cannot be owned by themselves. (al-Kāsānī, 1986).

The pledgor's ownership of property is not a condition in pledging. It is permissible to pledge other people's property without their permission but via legal authorization from the Islamic legislation such as a father and a trustee of a minor's property on behalf his debt. The pledge will occur because it can be carried out by depositing and exchanging goods between the pledger and the pledgee. (al-Kāsānī, 1986)

Mālikīs conditions for collateral are as follows: (Ibn Rushd, 2004) It is valid to pledge *muṣḥaf (al-qurān)* but the pledgee cannot read it.

1. It is valid to pledge property that cannot be sold when pledging, like selling during pledging period such as unripe fruits.
2. It is valid to pledge something which does not have physical existence like printed *dīnār* and *dirham*.
3. The person who wants to pledge is not obliged to own the property, even if it is allowed for the borrower to pledge the borrowed property with a condition that the pledgee must have acknowledgment (*iqrār*) from the pledgor. The changing of seized item from guaranteed item by extortion (*ḍamān al-ghasb*) to guaranteed pledge (*ḍamān al-rahn*) is also allowed.
4. Pledging of shared collateral (*rahn al-mushā'*) is allowed.

For the *Shāfi'ī* School, collateral refers to all items which are permitted to sell, so it is not valid to pledge debts because debts cannot be transferred. Pledging benefit (*manfa'at*) is also not valid, such as pledging living place for certain period because its benefit may vanish, so the documentation (*wathīqah*) does not occur. Physical items such as endowment that cannot be sold are also not allowed as collaterals. (al-Khaṭīb al-Sharbīnī, n.d)

The *Shāfi'ī* School permits shared collateral from the partnership. The possession (*qabḍ*) will be completed whenever the collateral is given like selling and titems such as lands and houses must completely be delivered. As for transferable collateral, it is not allowed to transfer the collateral without permission from their partners. It is valid to make possession with partner's representative if one of them rejects the offer and the pledgee agrees to accept the collateral from one of the partners. If the

dispute occurs among the partners, the righteous judge must make reconciliation. (al-Khaṭīb al-Sharbīnī, n.d)

To conclude, for the *Shāfi'ī* School, there are three conditions for collateral: 1) It must be physical (*'ain*). 2) It must be valid for selling. 3) It must not be faulty or broken. (Muḥammad al-Zuḥaylī, 2011)

According to the *Hanbalī* School, *rahn* contract will be valid with five conditions of collateral:

1. The item must be perfect.
2. The item is the owner's right or is held on behalf by his representative.
3. The item must be valid for selling.
4. The owner can afford to make a *rahn* or someone has been granted to make a *rahn* on his behalf.
5. The item's type, description, ability and nature are known. All the sellable items are valid for pledging except *muṣḥaf*, while all the unsellable items are not valid for pledging except unripe fruits, plantation with unripe crops. It is also not valid to pledge an orphan's property to *fasiq*. (Ibn Yūsuf al-Maḳasidi, 2004)

For the *Hanbalī* School, the pledgor can pull back the collateral if the pledgee does not take possession (*qabḍ*) of the collateral. If taking possession has been completed, the contract becomes absolute (*lāzim*) and the pledgor cannot manage his item without the pledgee's permission except by freeing the item and paying its price to the pledgee. (Ibn Yūsuf al-Maḳasidi, 2004)

The yields of the item and its development are the pledgee's responsibility (*amānah*). They are not being guaranteed except if the pledgee neglects his responsibility and causes damage to them. Nevertheless, the oath from the pledgee can be accepted as a proof that he was not neglecting his responsibility and the damage was not because of him. The rights of the collateral belong to the pledgee and not be separated until the pledgor pays all his debts. If the pledgor makes a condition in the pledge that he cannot settle the debt within the period given, the collateral will belong to the pledgee, this condition is not valid even if the pledgor is obliged to pay the debt or give permission to the pledgee or himself for the

item to be sold to settle his rights. If the pledgor forbids the selling, the court can compel him. (Ibn Yūsuf al-Maḳasidi, 2004).

According to the *Ḥanbalī* School, the pledgee can ride and milk the pledged animal according to the amount of his expenditure (*nafaqah*) to the pledged animal without the pledgor's permission even if he is in his presence at the place. The pledgee can also take benefit from the pledged animal without any expenditure with the pledgor's permission, but the pledgee must guarantee the taking of the benefits. The pledgor is responsible to the pledged animal subsistence cost, safekeeping fee but if the pledgee spends something for the pledged animal without the pledgor's permission whereas he was able to do so, the spending is considered as a donation. (Ibn Yūsuf al-Maḳasidi, 2004).

4. Liability or Obligation (*marhūn bīh*) Conditions

Liability or obligation is a right or debt owed by the pledgor to the pledgee and the collateral is a guarantee to the debt, if the pledgor cannot afford to pay the debt, the collateral becomes the pledgee's right. (Muḥammad al-Zuḥaylī, 2011)

All scholars agreed that liability or obligation must be established (*'aq lāzim* or *dayn lāzim*) or will be established in the future (*āyil ilā al-luzūm*), but they have different views on some issues. (Wizārah al-Awqāf, 2006).

According to *Ḥanafī*, it is valid if the liability or obligation is taken from the loan's compensation if it is not fixed yet such as the pledge made for money, he or she wants to borrow in the next month. If the collateral is damaged in the pledgee's hand, it has to be compensated from the debt guarantee given, share capital (*ra's al-māl*), money change (*thaman al-ṣarf*), or forward buying (*salam*). If the collateral is damaged when it has completed its money change (*ṣarf*) and forward buying (*salam*), the responsibility is on the pledgee's right. (al-Marghīnānī, n.d)

According to *Ḥanafī*, the liability or obligation is valid with guaranteed physical (*al-'ayn al-maḍmūnah*) item such as seized item (*al-maghṣūbah*). On the other hand, the liability or obligation is not valid in the guaranteed item other than its physical state such as sold quantity (*mabī'*)

on seller's land, saving deposit (*al-wadī'ah*), sharing profit (*al-muḍārabah*) and sharing wealth (*māl al-sharikah*). (al-Marghīnānī, n.d)

For the *Mālikī* School, all values from all types of sale except money change (*al-ṣarf*) and capital share is valid for liability or obligation because all of them must be possessed in one session. It is also valid to take liability or obligation with forward buying and loan debt, seized item and others. (ibn Rushd, 2004).

For the *Shāfi'ī* School, they consider that liability or obligation has to be a debt. It is not valid if the liability or obligation is a guaranteed physical item (*'ain al- maḍmūnah*) such as seized item and borrowed item (*must'ārah*), and also non-guaranteed item such as loan and saving deposit (*wadī'ah*) because Allah (S.W.T.) reminds about *rahn* in the verse on debt. So, the liability or obligation cannot be other than a debt because it does not fulfill the cost of collateral and it also contradicts with the purpose of *rahn* in selling. (al-Khaṭīb al-Sharbīnī, n.d).

The *Shāfi'ī* School outlines three conditions for a debt: 1) The pledge must be certain (*thābit*) and other than that is not valid such as wife's expenditure (*nafaqah*) for the next day because *rahn* is a documentation of rights. 2) The pledge must be known to both contracting parties, if one of them does not have information about it then the pledge is not valid. 3) The debt must have already been established (*dayn lāzim*) or will be established in the future (*ma yal'ūl ilā al-luzūm*). (al-Khaṭīb al-Sharbīnī, n.d)

According to the *Hanbalī* School, all obligatory debts or those becoming obligatory such as loan, guaranteed item such as seized item, possession taken by asking and possession taken by false contract are valid as a liability or obligation. This is because the meaning of pledge is documentation with rights, and that as long as the pledgee holds the collateral, the pledgor must pay the debt. In the event of a default, the value of the collateral will replace the collateral. (al-Bahūtī, n.d).

For the *Hanbalī* School, it is also valid to take liability or obligation from benefit of leasing such as from people who lease something to build houses. It is also valid to take liability or obligation from money obtained at the cost of a life (*diyyat*). But it is not valid to take liability or obligation from the payment of promised reward (*al-ju'ālah*) before the job is done and also not valid for competition compensation (*'iwaḍ musābaqah*) before

the job is done because it is not an obligation or heading to an obligation. Otherwise, if the jobs were done, it will become valid. (al-Bahūtī, n.d).

The *Hanbalī* School also indicates that it is not valid to use unfixed compensation as liability or obligation. For example, certain values such as the value of a piece of gold, certain fee from leasing, certain benefit which are contracted when leasing like house and riding animal which can move certain things to known place. It is because the debt is not attached to the forms mentioned as a right's obligatory (*ḥaq wājib*) and also it is not accruing an obligation (*ya'ūl ilā al-wujūb*) or will be established in the future, otherwise the debt is attached to the physical being of something. (al-Bahūtī, n.d).

Scholars differ as to what kind of contracts can be used as liability or obligation in pledging. Nonetheless, the basic thing to know about liability or obligation is the debt imposed on the pledger after making the pledge

6. Conclusion

Al-Rahn is a transaction that helps people when they are in need of money. Al-Rahn contract consider as an Islamic alternatif contract for muslims to avoid getting stuck in usury or interest loan. All muslims scholar agreed that Al-Rahn is a transaction that help people when the are in need of money. By following term and condition setup by muslims scholar al-rahm become a valid contract and can be practice in muslim society.

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Conflicts of Interest

We, the authors of this paper, declare that there are no competing interests, financial or personal, in connection with the writing of this article.

Authors' Contribution

After completing a comprehensive review of the literature and reading books on the topic. The researchers confirm that Muslims should be concerned; they need to be enlightened about the application of Ar-Rahn and its need-based working as well as its financial use to benefit from it as part of their religious commitment to practice shariah not only in personal life but also in *muamalat*.

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