

## Will of Entrustment as A Means of Protection of Children's Right to Property in Islamic Law

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**Abstract:** Children are the future of a Nation. Due to vulnerability, they require protection in many aspects of their life. Parents are main supporters and sustainers of the children during their lifetime. After the parents' death, their properties that are left for their children may provide a continuous financial support for the children maintenance, education and welfare. The issue arises as to the protection and administration of the property, as children due to their deficiencies, are not able to manage them wisely. If a qualified person is not appointed to carry out the task, it will lead to misappropriation and embezzlement of property. Therefore, in order to protect the children's rights to property, it is very significant to appoint a person as a trustee, so that the children's property may be properly safeguarded and administered. This paper seeks to examine means of protection of child's right to property after the death of his parents in Islamic law through the instrument of will of entrustment (*al-wisoyah*). The research is basically a library research. It is undertaken on the premise that Islamic law has certain mechanism for providing a solution for protection of the child's right to property after the death of his parent.

**Key words:** will of entrustment, minor, property, executor

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### INTRODUCTION

Property is one of the basic necessities of life, which is indispensable for every human being. It is an important means of exchange and obtaining the necessities of life for living, e.g. places, clothings, foodstuffs, medicines and so on (Abu Zayd, 1999). Indeed, property is one of the ornaments of life as the Qur'an clearly states: "Wealth and sons are the allurements of the life of this world." (Qur'an, al-Kahf: 46). Legally, property refers to everything that can be possessed and benefited as according to the *Shari'ah* principles (Al-Khafif, n.d.).

In principle, the owner of the property has full legal authority to use and dispose it off at his will within the limit prescribed by the *Shari'ah* (Zaydan, 1989), except where there are legal hindrances that prevent its owner from carrying out the disposition such as the deficiency in legal capacity, as in the case of minors or insane persons and other disabilities (Shalabi, 1983). In this regard, a minor has a limited capacity. This is of course due to his age and concomitant: physical weakness and mental immaturity. Accordingly, a minor who owns property is not allowed to dispose off the property unless he is incapable of managing his property and is unable to protect his own interest (Majalle: 957). In other words, a minor is legally considered as an interdicted person (Majalle: 941). As such, it is necessary to have someone else to act for him.

Originally, the person who has legal authority over a minor's property is his father who is known in Islamic legal terminology as guardian (al-Kasani, 1986). He is fully responsible for matters relating to the property of his minor children. However, a father may die before his children attain the age of puberty and become mature enough to act on their own behalf. He may also leave behind some property to his children. This fear is also addressed in the Qur'an: "Let those (disposing of an estate) have the same fear in their minds as they would have for their own if they had left a helpless family behind" (Al-Qur'an, al-Nisa':9). As such, Islam enjoins that a father should think about and provide for his children by appointing person(s) who can be entrusted with the protection and administration of his minor children's property till they are able to protect and manage it by themselves.

#### **Minor and His Legal Capacity:**

##### **Meaning of minor:**

In Islam, a minor is a child who has not attained the age of puberty. (Al-Suyuti, n.d) The life of the minor before he reaches the age of puberty passes through two stages: the stage before the age of discernment; and the stage at the age of discernment (Abu al-Raysh, 1988).

The minor before the age of discernment is legally known as undiscerning child. Article 943 of The Majalle defines the undiscerning child as: "a young person who does not understand selling and buying, that is to say, who does not understand that ownership is lost by sale and acquired by purchase, and who is unable to

distinguish obvious flagrant misrepresentation, that is misrepresentation amounting to five in ten, from minor misrepresentation.” Nevertheless, Mahmassani views that the definition is ambiguous and difficult for application (Mahmassani, 1981). The reason is that such a definition does not fix any age for the age of discernment. This results in the identification of a certain age as the age of discernment in some enactments of few Arab countries, for instance the Muslim Personal Law of Egypt has laid down the age of seven as the age of discernment. This point is agreeable to the view of a number of Muslim jurists (al-Sarakhsi, 1986; al-‘Ayni, 1990) and contemporary Muslim scholars (Al-Khafif, n.d).

Meanwhile, the minor at the age of discernment is legally called a discerning child. In principle, the discernment is the understanding of the meaning of the words and knowing what is good and bad, advantage and disadvantage, even though such understanding is not deep. In other words, a discerning child is a child who has reached certain age which enables him, in general the meaning of the words of the law of contract, to know the purpose of the transaction or deal, as the case may be, according to the custom and understand the basis of transaction in general (Muhammad, 1993).

The period of discernment will end when the child reaches the age of puberty (Al-Khafif, n.d). Puberty refers to the strength that takes place in a person and drives him out from the stage of childhood to another stage (Al-Khurashi, n.d). As this strength is a hidden quality that is not readily apparent to the senses, Islamic law has made some conspicuous symptoms as its indication. According to Muslim jurists, the indication of puberty is either by manifestation of some natural symptoms or by age. The Muslim jurists are unanimous that sexual dream is one of the symptoms of puberty in both boys and girls (Hasan, 2005). It is to be noted that the ejaculation of sperm rather than the sexual dream itself is the essential element; and it may occur in a dream or while awake or by intercourse according to the Hanafis, by impregnating a woman (Al-Kasani, 1986). Muslim jurists are also in agreement that menstruation and pregnancy are natural symptoms of puberty with respect to a girl (Hasan, 2005).

In the case of the indication of those natural symptoms, as mentioned above, if there is delay, the puberty is to be determined by age. However, the Muslim jurists differ as to the age at which a person attains puberty. Majority of the Muslim jurists are of the view that the age of puberty with respect to both a boy and a girl is upon the completion of his/her fifteen years of lunar year (Hasan, 2005). Their argument is based on the *Sunnah* of the Messenger of Allah (s.a.w.), which is narrated by Ibn Umar. It apparently indicates that at the time when Ibn ‘Umar is disallowed by the Messenger of Allah (s.a.w.) to go out for *jihad* when he was fourteen years old because he has not attained the age of puberty and later on when he was fifteen years old he is allowed because he has attained the age of puberty (Sahih al-Bukhari). Another reason is that the ground or the basic obligation or responsibility of a person under Islamic law is the intellectual faculty, i.e. the capability of a person to understand the law that is addressed to him and the law that makes the sexual dream as the measure for the perfection of the intellectual faculty. Normally, a sexual dream does not delay till fifteen years. In case if a person who does not experience the sexual dream till that age, it is understood that there is something wrong with his physical maturity that may not affect his intellectual faculty (Al-Kasani, 1986).

On the other hand, according to Abu Hanifah, the age of puberty with respect to a boy is the completion of eighteen years and with respect to a girl is the completion of seventeen years (Al-Marghinani, n.d). His argument is based on the verse of the Qur’an: “And come not nigh to the orphan’s property except to improve it until he attains the age of full strength ...” (Al-Qur’an, al-An’am:152). The full strength (*ashuddah*) of boy is eighteen years as based on the report from Ibn ‘Abbas. The difference is one year with respect to the girl since her development and understanding is faster than a boy so that one year is reduced from a boy (Al-Marghinani, n.d). The dominant view of the Malikis also agrees with the view of Imam Abu Hanifah that the age of puberty is the completion of eighteen years, however, they make no difference between a boy and a girl (‘Ulaysh, 1984). It seems that the view of the majority of Muslim jurists is preferable because their argument is solid and strong. In principle, Islamic law makes the sexual dream as a measure of indication of puberty, which is possible before the age of fifteen years. Therefore, fifteen years is a reasonable age to indicate the fitness of a person to bear responsibility, which is agreeable in the factual situation of our life.

#### ***Legal Capacity Of Minor:***

Legal capacity, in legal terminology, refers to the fitness of a person for receiving and exercising of rights or for bearing or discharging legal obligations (Hassan, 1979). Legal capacity is divided into two: capacity for the inherence of rights and obligations; and capacity for the exercise of rights and the discharge of obligation. The former may be described as receptive and the latter as the active legal capacity. Again, these two kinds of legal capacity may be perfect and imperfect (Hasan, 2005). This is owing to the different stages that human life passes through, which it starts from fetus till the stage of intellectual maturity.

Muslim jurists are in agreement on the fact that a discerning child possesses a perfect receptive legal capacity, since the basis of the existence of this legal capacity is life itself. Hence, an undiscerning child can receive all rights to which he is entitled to; for instance, he is entitled to own the property, which is purchased for him or given to him as a gift. At the same time, he is subjected to certain legal obligations, which can be

discharged by him through his legal deputy. Most of the cases are concerned with his property, for instance, maintenance for the poor among his near relatives, liability for loss and payment of the price of the property purchased on his behalf (Zaydan, 1989).

On the other hand, the active legal capacity is not completely established in an undiscerning child, since the basis of this legal capacity is discernment and intellectual maturity. Accordingly, the undiscerning child is not fit for the issuing forth of all kinds of the dispositions and contracts. Besides that, he is not bound to perform any act of worship such as prayer and fasting. Lastly, he is not subjected to any physical punishment or any other type of punishment (Muhammad, 1993). During this period, a guardian or executor is the person who acts on his behalf as deputy for the purpose of protecting, administering and disposing of his property according to the limitation prescribed by Islamic law (Al-Khafif, n.d).

As to the legal capacity of the discerning child, majority of Muslim jurists view that it is established in the discerning child, beside a perfect receptive legal capacity, an imperfect or a deficient active legal capacity. The reason is that, although the minor in this stage is endowed with the faculty of intellect but it is still defective and weak. This makes him competent to dispose only some kinds of his belongings. With regard to the performance of religious worship such as prayer and fasting, it is held valid but it is not binding on him like an adult (Al-Kurdi, 1990). The management and disposition of his property during this period is still under the authority of guardian or executor (Al-Khafif, n.d).

#### ***Disposition Of Property By Minor:***

In legal terminology, the disposition refers to any word or action that emanates from a person carrying legal consequences. It is of two kinds: the first one is verbal disposition. That is any word from a person, which has legal consequences. The second one is actual disposition, i.e. the action of a person, which carries legal consequences (Zaydan, 1993). It is to be noted that the discussion here, however, would focus on verbal disposition of the minor, which concerns property.

Muslim jurists are in agreement that the disposition of the undiscerning child with regard to his property is not valid. The reason, as stated earlier, is non-existence of the active legal capacity in him. Consequently, any word coming out from him has no legal consequences and is not binding. His transactions and dispositions are considered null and void. In short, the undiscerning child has no right to conduct any kind of disposition even such disposition as is purely beneficial to him such as the acceptance of gifts and charity. Nevertheless, his legal deputy, i.e. guardian or executor has to act on his behalf in carrying out all kind of transactions and dispositions that are necessary for him (Al-Khafif, n.d).

With respect to the disposition of the discerning child, Muslim jurists differ from each other. According to Hanafis, the disposition, which is purely for his own benefit, for example the acceptance of a gift and present, it is valid even without the permission of his guardian or executor. This is because it brings benefit to him at any rate. On the other hand, the disposition, which is purely for his own disadvantages such as the making of endowment, giving a gift or present and the like, it is invalid even with the permission of his guardian or executor. Lastly, the disposition which partakes both benefit and loss such as sale and purchase, it is valid but only with the permission of his legal guardians otherwise it is null and void (Al-Kasani, 1986). The Maliki jurists are basically of the same view with the Hanafis. It is not permissible for the discerning child to dispose his property in charitable disposition i.e. the disposition without consideration such as giving a gift, charity and present even with the permission of his legal guardian. However, in the case of bequest, they regard that it is valid if it does not exceed one-third of his property. On the other hand, the dispositions with consideration such as sale and purchase are valid but depend on the permission of his legal guardian. If the legal guardian finds that such disposition is sound, he ought to endorse, otherwise he ought to nullify it (Al-Hattab, 1978).

According to the Shafi'i jurists, the disposition by the discerning child with regard to his property is not valid as the same as undiscerning child. This is because his word and authority are not acceptable (Al-Bayjuri, 1935). This means that even an imperfect active legal capacity is not established in the discerning child and his position, in this respect, is the same as the undiscerning child. However, some views of the Shafi'i jurists assert that the making of bequest by a discerning child is valid. The reason is that the ownership of property bequeathed is not transferred at the time of making but delayed till his death (Al-Shirbini, 1933). According to the Hanbali jurists, the giving of a gift by a discerning child is not valid. The making of a bequest, on the other hand, is valid (Al-Mirdawi, 1997). With regard to the disposition, which partakes both benefit and loss such as sale and purchase, there are two views in Hanbali school. The first view, the preferred view of the school, held that the disposition by the discerning child with regard to sale, purchase and the like is valid but subject to the permission of his legal guardians and within the limit of the permission given, for instance, with certain limited amount or certain kind of disposition. As the discerning child is under interdiction, so that his disposition is valid subject to the permission of his legal guardian. Meanwhile, the second view is the same as the Shafi'i jurists, who regard that it is not valid till he reaches the age of puberty. This is because he is not a subject of obligation who is like an undiscerning child (Ibn Muflih, 1980).

***The Emergence of Will of Entrustment with:  
A Minor's Property:***

The above discussion on the legal capacity of a minor and the disposition of the property by him reveals that a minor, in many circumstances, does not possess legal capacity to act on his own, i.e. although he owns property, he is legally incapable of managing such property. This results in the necessity of having a person to assist and act for him in the management of his affairs. Otherwise he cannot serve himself.

As noted above, originally, a person who has authority over a minor's property is his father who is known in legal terminology as guardian (Al-Kasani, 1986). He is fully responsible in matters relating to property of his minor children. The legal authority of the father over the property of his minor children ends upon his death. This legal authority cannot be inherited because it is a personal right.(Barraj, 1999). So, if the father feels that the property of his minor children would not be properly managed or he is afraid of misappropriation and embezzlement of such property might take place, he may, during his lifetime, entrust to someone to administer such property after his death. Such a situation would result in the emergence of will of entrustment for the minor's property, which to be concluded by a contract. In brief, necessity of a will of entrustment for minor's property arises, on the one hand, because of the lack of active legal capacity of the minor, and on the other hand, because of the need of a person who wishes to protect the interests of his beloved children after his death.

Will of entrustment in general is a concept whereby a person entrusts another person to perform certain deeds after his death (Al-Khinet. al,1996). In other words, it is a concept where a person delegates his legal authority to another person to carry out the disposition on his behalf after his death (Abdul Aziz,1986). It concerns either with the administration of the deceased's estate such as, the execution of bequest, the settlement of debt, the returning of the trust property, and so on or the management of the property of deceased's minor children (Al-Khinet. al, 1996). It also concerns the disposition other than the property (Al-Bahuti, 1982).

Based on the above discussion, a will of entrustment with a minor's property may be defined as: "a contract where a person entrusts another person with the protection and management of the property of his minor children after his death." The former is called as *musi*, i.e. a person who entrusts another person, and the latter is called as *wasimukhtar*, i.e. a person who has been entrusted and the management of minor's property is called as *musafih*, i.e. the subject matter of an entrustment.

***The Creation of Will of Entrustment with A Minor's Property:***

Will of entrustment, like other types of contract, has four essential components: the testator, executor, subject matter and formation (Al-Ghazali, 1997). The testator is a person who has the power to make entrustment. Every father has the power to make entrustment with respect to the administration of the property of his minor children after his death (Al-Bahuti, 1982). The paternal grandfather may do so in the case when there is no father (Al-Mawardi, 1994). Similarly with the mother, she may also make the entrustment with respect to her property, which is to be inherited by her minor children (Al-Jamali, 1982). But her entrustment is not considered if after her death, the father or paternal grandfather of her children is still alive and qualified as guardians since they are more deserving than the one entrusted by her. However, a person who is competent to make the entrustment must possess certain conditions, which include Islam (when the minor is Muslim), puberty, maturity and sound mind. In addition, the testator must be a person who acts on his own free will and without coercion otherwise the entrustment is invalid (Al-Mawardi, 1994) and who is not prohibited from administering the minor's property because of untrustworthiness.

Executor is a person who is entrusted to protect and administer the property of one's minor children after his death. He may be appointed from among relatives or strangers, male or female. However, a person who is eligible to hold the office of such great responsibility has to fulfill certain conditions. These are puberty, maturity, sanity, Islam, moral integrity, capability of carrying out the disposition, not inimical to the minor and of known status and identity (Al-Shirbini, 1933; Al-Dimyati, n.d.). Such conditions have to be fulfilled at the time of the appointment till the death of the testator(Al-'Imrani, 2000). If those conditions are not fulfilled the appointment is invalid as the purpose of the entrustment is to protect and administer the property of the others.

The subject matter of will of entrustment of minor's property concerns only the disposition of the property of the minor and not a marriage since the marriage of the minor can be solemnized by the rightful guardian (Al-Nawawi, n.d:277).

Consent is the essential element of will of entrustment, which is expressed by offer and acceptance (Hassan,1979). The offer can be expressed in any words, which clearly indicate the intention of the creation of will of entrustment (IbnAbidin, 1966; Al-Mawaq, 1978). It may be with the condition or for a limited period of time (Al-Bahuti, 1982). Will of entrustment can be formed either by verbal expression or by writing for those who are capable of speaking and writing (Al-Hattab, 1978). However, with regard to the mute person who is incapable of writing, it may be formed by gestures (Al-Shirbini, 1933). Two males or one male with two females witnesses (Qur'an, al-Baqarah:282) are required in the formation of will of entrustment.

The acceptance of executor is indispensable, as he is the person who is going to carry out the responsibility (Al-Ghazzali, 1997). It may be by word or by deed, (Hattab, 1978; Al-Shirbini, 1933:77) during the lifetime of

the testator or after his death (Al-Samarqandi, 1984: al-Khurashi,n.d.). However, a person who is entrusted as executor, is not obliged to accept the entrustment. In other words, he is at liberty either to accept or to reject it,(Al-Mawardi, 1994) except in the case if he feels that the minor's property would be lost by embezzlement of irresponsible persons and in the case where it becomes obligatory to accept because of non availability of any other qualified person(Al-Jamal, n.d.).

The testator may revoke the entrustment he made at any time he pleases, because will of entrustment is not a binding contract (Al-'Imrani, 2000) except in the case when he makes such will obligatory on the executor or in the case when he feels that the property of his minor children would be seized by oppressors (Al-Nawawi, n.d.). At the same time, the executor may also revoke will of entrustment even after his acceptance during the life time of the testator but it is subjected to the knowledge of the testator in order to enable him to make the entrustment to another person (Al-Marghinani, n.d). Nevertheless, the executor is not allowed to revoke will of entrustment after the death of the testator (Nizam, n.d.). This is because it would cause detriment to the property and interest of the minor. In this respect, will of entrustment is binding unless he is incapable of carrying out the responsibility therefore, he may revoke it since his continuance as executor will not give any advantage to the minor. But he has to inform the judge immediately about the revocation in order to avoid unfavourable matters from happening. In the case where the executor reaccepts the entrustment after rejection, his acceptance is still valid if the court has not yet disqualified him and appointed another person in his stead (Al-Marghinani, n.d.).

### **Conclusion:**

Islamic law provides a mechanism for the protection of a minor's property after the death of his father through the instrument of will of entrustment. It provides a comprehensive rule with regard to the subject. The discussion reveals that Islamic law lays emphasis with respect to the qualification of a person who is to be appointed as executor. This is to ensure that the interest of the minor is well managed and protected. Thus, Islamic law significantly supplies emphasis on the protection of property of those who are unable to manage their property by themselves like minors. This is in line with its noble objectives in the protection and preservation of the property, either public or private, from any infringement and loss.

### **REFERENCES**

- Abdul Aziz, Muhammad Zaid, 1986. *The Islamic Law of Bequest*, London: Scorpion Publishing Ltd.
- Al-'Ayni, Badr al-Din, 1990. *al-Banayah fi Sharh al-Hidayah*, Beirut: Dar al-Kutub al-'Ilmiyyah.
- Abu al-Raysh, Muhammad Ismail, 1988. *al-Hajr wa Asbabuhu fi al-Fiqh al-Islami*, Egypt: Mataba'at al-Amanah.
- Abu Zayd, Rushdi Shahatah, 1999. *Shurut Thubut Haq al-Hadhanah fi al-Fiqh al-Islami wa Qanun al-Ahwal al-Shakhsiyyah*, Cairo: Dar al-Fikr al-Arabi.
- Al-Bahuti, Mansur, 1982. *Kashshaf al-Qina' ala Matn al-Iqna'*, Beirut: Dar al-Fikr.
- Al-Bayjuri, Ibrahim, 1935. *Hashiyat al-Bayjuri ala Sharh Ibn Qasim al-Ghazzi*, Egypt: Mustafa al-Babi al-Halabi.
- Al-Dimyati, Sayyid al-Bakri, (n.d), *Hashiyat al-F'arah al-Talibin*, Beirut: Dar al-Fikr.
- Al-Ghazzali, Muhammad, 1997. *al-Wasit fi al-Madhhab*, n.pp: Dar al-Salam.
- Al-Hattab, Abd al-Rahman, 1978. *Mawahib al-Jalil li Sharh Mukhtasar Khalil*, Beirut: Dar al-Fikr.
- Al-'Imrani, Abi al-Husayn, 2000. *al-Bayan fi Madhhab al-Imam al-Shafi'i*, n.pp: Dar al-Minhaj
- Al-Jamal, Sulayman, (n.d), *Hashiyat al-Shaykh Sulayman al-Jamal ala Sharh al-Minhaj*, Beirut: Dar al-Fikr.
- Al-Jamali, Muhammad al-Bakri, 1982. *Adab al-Awsiya'*, Karachi, Pakistan: Islami Kutub Khanah.
- Al-Kasani, Ala' Addin, 1986. *Bada'i' al-Sana'i' fi Tratib al-Shara'i'*, Beirut: Dar al-Kutub al-'Ilmiyyah.
- Al-Khafif, Ali, (n.d), *Ahkam al-Mu'amalat al-Shari'iyah*, Cairo: Dar al-Fikr al-Arabi.
- Al-Khin, Mustafa, al-Bugha, Mustafa, al-Sharbaji, Ali, 1996. *al-Fiqh al-Manhajiala al-Fiqh al-Shafi'i*, Damascus: Dar al-Qalam.
- Al-Khurashi, Abdullah Muhammad, (n.d), *Hashiyat al-Khurashiala Mukhtasar Saydi Khalil*, Beirut: Dar al-Fikr.
- Al-Kurdi, Ahmad al-Hajji, 1990. *al-Ahwal al-Shakhsiyyah*, University of Aleppo, Syria: Mudiriyyah al-Kutub wa Matba'ah al-Jami'ah.
- Al-Marghinani, Burhan al-Din, (n.d), *al-Hidayah Sharh Bidayat al-Mubtadi*, Egypt: Mustafa al-Babi al-Halabi.
- Al-Mawaq, Abu Abdullah, 1978. *al-Taj al-Akalil li Mukhtasar Khalil*, Beirut: Dar al-Fikr.
- Al-Mawardi, Abu Hasan, 1994. *al-Hawi al-Kabir*, Beirut: Dar al-Fikr.
- Al-Mirdawi, Ala' al-Din, 1997. *al-Insaf*, Beirut: Dar al-Kutub al-'Ilmiyyah.
- Al-Nawawi, Abu Zakariyya, (n.d), *Rawdat al-Talibin*, Beirut: Dar al-Kutub al-'Ilmiyyah.
- Al-Samarqandi, Ala' al-Din, 1984. *Tuhfat al-Fuqaha*, Beirut: Dar al-Kutub al-'Ilmiyyah.
- Al-Shirbini, Sham al-Din, 1933. *Mughni al-Muhtaj*, Egypt: Mustafa al-Babi al-Halabi.

- Al-Suyuti, Abd al-Rahman, (n.d), al-Ashbahwa al-Naza'ir, Cairo: Dar al-Bayan al-Arabi.
- Barraj, Jum'ah Muhammad, 1999. Ahkam al-Mirath fi al-Shari'ah al-Islamiyyah, Amman, Jordan: Dar Yafa al-'Ilmiyyah.
- Hasan, Ahmad, 2005. The Principle of Islamic Jurisprudence: The Command of Shari'ah and Juridical Norm, New Delhi: Adam Publishers & Distributor..
- Hassan, Husayn Hamid, 1979. al-Madkhal li Dirasat al-Fiqh al-Islami, Cairo: Maktabat al-Mutanabi.
- IbnAbidin, Muhammad Amin, 1966. Hashiyah Radd al-Mukhtarala al-Durr al-Mukhtar, Beirut: Dar al-Fikr.
- IbnMuflih, Abu Ishaq, 1980. al-Mubdi' fi Sharh al-Muqni', Damascus: al-Maktab al-Islami.
- Mahamasani, Subhi, 1981. al-Mabadi' al-Shar'iyyahwa al-Qanuniyyah fi al-Hajrwa al-Nafaqat, wa al-Mawarithwa al-Wasiyyah, Beirut: Dar al-'Ilm li al-Malayin.
- Muhammad, al-Zuhayli, 1993. al-Nazariyyat al-Fiqhiyyah, Damascus: Dar al-Qalam.
- MawlanaNizam, (n.d), al-Fatawa al-Alamgiriyyah (al-Fatawa al-Hindiyyah), Quetta, Pakistan: MaktabahMajidiyyah.
- Shalabi, Muhammad Mustafa, 1983. al-Madkhal fi al-Ta'rif bi al-Fiqh al-IslamiwaQawa'id al-Milkiyyahwa al-'UqudFihi, Beirut: Dar al-Nahdah al-Arabiyyah.
- 'Ulaysh, Muhammad, 1984. SharhManh al-JalilalaMukhtasar al-'Allamah Khalil, Beirut: Dar al-Fikr.
- Zaydan, Abd al-Karim, 1989. al-Madkhal li Dirasat al-Shari'ah al-Islamiyyah, Beirut: Mu'asasat al-Risalah.
- Zaydan, Abd al-Karim, 1993. al-Mufassal fi Ahkam al-Mar'ahwa al-Bayt al-Muslim fi al-Shari'ah al-Islamiyyah, Beirut: Mu'assat al-Risalah.