

Corona pandemic and its impact on contracts and transactions according to the theories of emergency conditions and force majeure

Dr. Amerah Abdul Whab Ali ¹

Abstract

*The research is based on the idea of studying the jurisprudence of the effect caused by the emergence of a new virus on the whole world, according to the classification of developed countries at all levels ,especially the level or the medical aspect .It is noticed that this virus caused problems in the public and private lives of people and their dealings. In fact, the study of the jurisprudence of the effect of this virus (Corona) on contracts and transactions is subject to two solid theories found in Islamic jurisprudence among the applicants and contemporaries, which are my theory (emergency circumstances and force majeure) ,therefore I reviewed the two theories quite well and showed the effects on the contracts in each of them and the means and methods of treatment , with mentioning contemporary applications on the impact of corona on contracts in Islamic law .**It reached easy results, including:** The scholars considered the Corona virus a pandemic or an effective excuse for completing the contracts, their economics and their budgets , and that the solutions to treat the effects of the Corona virus on the contracts are four solutions : either terminate the contract with an excuse, or place the pandemic, or reconcile the middle, or stop the execution of the contract until the emergency ceases . **One of the most important recommendations :**that the Iraqi judiciary should consider Kurna as an emergency circumstance in the contracts that happen in the context of exhaustion in its implementation, and a force majeure in contracts that happen to be an impossible milieu in their implementation .Not to consider it a force majeure only.*

Keywords: Corona pandemic , force majeure

Introduction:

The first topic :Definition of some terms mentioned in the title of the research:

The first requirement: the pandemic Language:

The second requirement: the definition of (Corona)) COVID-19:(

The second topic: The theory of force majeure and emergency conditions in Sharia:

The first requirement : Definition of the theory of force majeure and its content in Islamic jurisprudence :

The second requirement : the definition of emergency conditions in Islamic jurisprudence:

The third requirement : The origin of the theory of emergency conditions and their content with (ancient and contemporary jurists) in Islamic jurisprudence:

The third topic : The basis and juristic principle of the theory of emergency conditions in contemporary Islamic jurisprudence , the legal evidence that the theory developed, the conditions that must be met, and the implications of this theory:

¹ Iraqi University / College of Education for Women / Department of Sharia

The first requirement : the basis and juristic principle of the theory of emergency conditions in Islamic jurisprudence:

Demand the third Ni : forensic evidence that arose the theory of emergency conditions in Islamic jurisprudence:

The third requirement : Conditions for applying the theory of emergency conditions in Islamic (contemporary) jurisprudence:

Fourth requirement : the impact or penalty on the theory of emergency conditions in Islamic jurisprudence:

The fourth topic: Juristic adaptation of corona in Islamic law with mentioning contemporary applications:

The first requirement: Juristic adaptation of corona in Islamic law:

The second requirement :Corona applications and its impact on contractual dealings in Islamic law:

Conclusion with the most important findings and recommendations:

List of sources:

Introduction

Thankfully Gaal of faith honor contracts, Almtlof slaves in adversity and emergency right Almighty gentle friendly, Rafie embarrassment for people when no situation, inexpensive self except what Ataha in the ruling, the great Metaal omnipotent above all is, and the blessings of God be upon our Prophet Muhammad The illiterate is the owner of Major General Mahmoud, and his family and companions were greatly recognized by the number of each number.

And after:

Q The virus Corona of the things that have held the world at large , and claimed many of the scholars and Specialized p yen each in his field poses put forward on the issue of Corona and the effects of induced, owner of medicine was taken in terms of medical and owner of the law a Take legal hand, I saw that Ludlow my pitch humble to study what possible to me from the effects of the provisions of this Koruna on Alako d and some financial transactions in Islamic law noble glue , liquid Almighty to reconcile and payment.

research importance:

The importance of this research pain my o t modest but stems through the attention of the researcher studied the most important contemporary incident in our time, and stand on some of its effects and ways to address those effects.

Research problem:

When it was one of the principles agreed upon by the scholars that the original is in the necessary contract, the debtor had to commit to the implementation of his debt as long as he had contracted for something or work that would be spent by the creditor , but due to the emergence of the Corona virus that is incurred by people today ,there has been confusion in completing some of the contracts, and because of it also happened a difference between the people on some of the rights and fulfilled .Are the effects of this corona of solutions in Islamic law ?And if it has solutions, then what are those solutions?

research aims:

As the world witnessed the entire Tru contagious virus is endemic is one of the serious epidemics of deadly affecting the lives of people and their dealings, the T .study the effects caused by this virus and study ways to address those effects is a major goal of the objectives of this research modest.

The first topic

Definition of some terms mentioned in the title of the research

The first topic :Definition of some terms mentioned in the title of the research:

The first requirement: the pandemic Language:

It is from wandering: wandering from an invasion. [11](#) [The pandemic is: the calamity befalls the man in his wealth, and all of it is invaded .And it is said: They have been afflicted by a pandemic, that is, a severe year has swept their money, and it has not left them unsuccessful and successful .[12](#)].

When the Corona virus was invading the people, it was called the (Corona pandemic).

The second requirement: the definition of (Corona) COVID-19:(

)COVID-19It is an infectious disease caused by the latest detected coronavirus .This new virus and disease was unknown before the outbreak began in Wuhan, China, in December 2019([13](#)].

When the Corona disease is an infectious disease and is endemic , it is one of the epidemics, epidemics of emergency incidents that occur to people like wars, earthquakes and floods , it could be stressful for Aakadin occur for the implementation of the subject of the contract or the impossibility in the implementation of that contract.

In fact ,there are certain theories in Islamic law governing these incidents, such as the Corona incident, but before we address these theories that govern the Corona epidemic and its impact on contracts and financial transactions, we must understand what the theory is in the custom of Islamic law.

The theory in its custom is: (formulation of a specific concept), then a content work for this concept governs a specific phenomenon or multiple phenomena, then the pillars and conditions for this theory, then evidence of the theory being considered in the science to be theorized in, then the penalty or impact of judgments as a result of saying Consider this theory.

The second topic

The theory of force majeure and emergency conditions in Sharia

A topic for the second: the theory of force majeure and emergency conditions in the law:

The first requirement : Definition of the theory of force majeure and its content in Islamic jurisprudence:

"**Impossibility** " is what scholars call Almasro n of the people of Sharia law (force majeure ,(where the people of the latest law on the basis of impossibility theory) force majeure (and cared for them and found him a legal and within the texts they have currently listed.

Force Majeure is defined as:

)Unpredictable and unpaid payment making the performance of the obligation impossible without a mistake on the part of the debtor([14](#)].**And I know that force majeure as:**

)A case deemed legitimate, usually occurring in stable facts and contracts, an impossibility to complete these facts or contracts occurs(.

Based on this, if a compelling incident occurs after the conclusion of the contract, which makes it impossible to implement the obligation, the debtor is legally absolved from carrying out his obligation due to the impossibility [15](#)].

The contract is annulled in Islamic jurisprudence due to the **impossibility of execution**, as the amortization of the sale is in the hands of the seller before the buyer receives it, and the circumstances and excuses arise in the lease contract, whether by the lessor or the lessee (or the leased property at the tap).[16](#) (Such as the lessor's need to sell the rent to pay a debt, bankrupt the tenant, or transfer it from one craft to another, and the ruins of the rented house)[17](#)].

Perhaps I can say : that the doctrinal origins of the theory of force majeure in Islamic law is SSI (pandemic), a very large , including Valhbh and the force majeure in terms of the body as both a sudden accident is not a contractor d vinegar in the events, and in terms of only impact as the force majeure The obligor is relieved from fulfilling his obligation due to the sudden accident which has no effect in causing it .Likewise, the pandemic exempts the buyer from the price if it is impossible to obtain the fruit or the crops , as indicated by the Prophet (may God's prayers and peace be upon him and his companions:(

) If you sold fruit from your brother, and a pandemic hit him, it is not permissible for you to take anything from him , unless you take your brother's money without the right((?[18](#)].

Some researchers may consider that the pandemic is a juristic principle of the theory of emergency conditions as well.

And it is worth mentioning that the people of contemporary law on the effect of the existence of the theory of force majeure in the law have and under Tru Corona virus has differed on the impact of Corona and derived from the two theories are two views:

Say First : The Corona achieves the theory of force majeure only[19](#)], then the obligor is relieved of his obligation in the wake of that force majeure, which was adopted by the Iraqi government.

The second saying :that Kurna achieves both theories, in cases of exhaustion, he realizes the theory of emergency conditions, and as a result of that, he must return the commitment to a reasonable extent, and in the impossibility he achieves the theory of force majeure, on the basis of which the obligor is exempted from his commitment[10](#)].

The second requirement : the definition of emergency conditions in Islamic jurisprudence:

Adverb idiomatically: (It is the time at which the commandee is a reality, whether it takes all or part of the time)) [111](#)]. (And the circumstance: including: the case - that is, the description of the condition of this circumstance -, and from it: the reduced circumstance, and the emergency circumstance) [112](#)]. (

Emergency idiomatically: (other than the original emergency was carried out upon him) ([113](#)]. (

The fiery jurists on the theory of emergency conditions termed several conventions, including :The excuse which is what prevailed in the convention of the Hanafi, and contingencies: and what is mentioned in the words of Ibn Rushd Al-Maliki[114](#)], and the pandemic , which dominated the Hanbal convention, and the calamity that virtual dating them) ([115](#)]. (

We provide their definitions as follows:

The excuse mentioned in the tap convention is:

(The contractor was unable to proceed accordingly except to bear excessive harm that he did not deserve), and they said this is the meaning of our excuse.[116](#)]

The contemporaries said: (The excuse does not make the meaning impossible under the law, except by bearing excessive harm). [117](#)]. (

He also Contemporaries: (excuse Maicon is offering affected by the knitter with the survival of the contract, and Aandf without dissolution) (118[. (

And the meaning of emergency when Ibn Rushd al - Maliki: (is the emergency provisions of the contract , which arise not from the same contract were positive, such as infringement, variation, etc) (.119[. (

And the meaning of the pandemic when the Maalikis and Hanbalis: (It is a heavenly pest in which there is no man-made in my blood, such as wind and cold, locusts, thirst, and heavy rain, etc.), and that affects the fruits and plants after selling them, destroying them in whole or in part, without being able to pay the impact of this matter. Heavenly, and not guard against it, which cannot be pushed into the inclusion of anyone) (120[. (

It was mentioned in the contemporary definitions of jurisprudence: (pandemics: collecting pandemics, which is the scourge that destroys fruits and invades and eradicates money, and every great calamity and great sedition)() 121[. (

And the meaning of calamity by the virtual dating: (a Albaiqh itself: a severe shrewd and severe evil) (122[. (

Late definitions of the term (emergency conditions):

She was known in the lexicon of jurists' language: emergency accidents: (Things outside of the habit that happen suddenly without expecting them)) 123[. (

And he knew Fadel Shaker Ahmed Mustafa said: (emergency circumstance in Islamic jurisprudence: the lesion is heavenly or pandemic or calamity, and every excuse to survive damage to a contractor as a disease blocker or fear blocker) (124[. (

He knew her: Imad Abd al-Rahim Ahmad Muqata: (Emergency circumstances are strange things that are out of the habit that happen suddenly without expecting them)) 125[. (

Sheikh Dr. Muhammad Rashid Qabbani knew him)26.(Under the title (excuse or emergency) by saying: (The Hanafi jurists have known the excuse as: Failure to proceed with the obligation of the contract, except by incurring undue damage to the contract)) 127[. (

The third requirement: The origin of the theory of emergency conditions and their content with (ancient and contemporary jurists) in Islamic jurisprudence:

First: The origin and content of emergency conditions theory for (ancient jurists:(

In fact, the theory of emergency conditions in Islamic jurisprudence had great luck in the studies of the imams who were advanced from the scholars of jurisprudence, so its presence was evident in the provisions of (canceling the lease contract with excuses when the Hanafis, which he called Al-Dhahiriya)28 [b (descending)) 129[, (and we also see its presence clearly in (decreasing the price due to pandemics in the sale of fruits) at the Malikiyah and Hanbalis()30 ((Likewise, it had signs in (the rulings on the choice of the defect in the contracted upon it), as well as some contemporary jurists considered that what he called Ibn Abdin (peace on the middle)(131[(He is one of the origins of theory in Islamic jurisprudence, as these four principles are aspects and pillars of the origin of the theory of emergency conditions in Islamic jurisprudence) 132[. (

And worth mentioning QB is not what progress to say that some researchers in the field of contemporary commitments in Islamic jurisprudence ,made the theory of emergency conditions in Islamic law is limited to naming (excuses) only , they said: The expansion of the scholars regarded as exempt reasons, if the contract LEASING Or a farmer or a mesqa, and he called it (excuses .(In these contracts, the obligor is exempted from performing his obligation simply because the fulfillment of his commitment may cause him harm, provided that the judge is required here to annul the annulment, and that the condition of the excuse "that there be harm in execution". In execution, it is only forfeiting a profit, the obligor was not excused, and this theory of excuses is similar to what the rulings of some courts in the last era were called and called (emergency theory) (133[.(Here was a beautiful pause also for the researcher (Fadel Shaker Ahmed Mustafa (in explaining the reason for the emergence of the theory of emergency conditions in Islamic jurisprudence which is (excuse),

so he said: (Lifting the harm in Islamic jurisprudence is more flexible than the condition of exhaustion in the law, because estimating a condition fatigue varies according to what circumstances be exhausted in the circumstances of the debtor may not be stressful for another debtor, and the excuse in Islamic jurisprudence is a broader and more flexible because it relates to the lifting of the damage whatsoever, whether self - hit or hit the money) (34]. (

And since the contract does not end except in one of two ways :either the annulment or the annulment, and the annulment is the removal of the contract due to my will, and the annulment is the removal of the contract due to an emergency) 35] , (the theory of excuse or pandemics in Islamic jurisprudence was of great importance to the jurists of the schools of thought because it is concerned with the section of transactions in going into contract matters which in turn perform a great service in the stability and integrity of the Islamic social system and discrediting the differences that arise between a large group of people and they are The category of contractors, which is the role of the theory of emergency conditions in Islamic jurisprudence today.

I will deal with the effect of an excuse on the dissolution of the contract and the impact of the pandemic on reducing the price or on the abrogation of the contract as follows:

-1The effect of an excuse on breaking a contract at the tap:

One of the first jurisprudential texts on the Hanafi in which the excuse was mentioned is what was mentioned in the book of the origin of Al-Shaibani: (Muhammad on the authority of Abu Yusuf on the authority of Ismail bin Abi Khalid on the authority of Amer on the authority of Sharih that he contested a grocer who had rented him a house, and he threw his key to him in the middle of the month, Sharih said: He is innocent from the house, and Abu Hanifa said: If he has an excuse, then he is innocent from the house, and if he does not have an excuse, the lease is necessary for him, and the excuse is that he wants to travel or goes bankrupt, so he rises from the market or gets sick and rises from the market or something similar() .36]. (

The Hanafi jurists said: The rent is canceled with excuses, because the need calls for annulment at the excuse, because if the contract is necessary when the excuse is fulfilled, the owner of the excuse shall be obligated by the one who has not committed the contract) 37]. (

The faucet divides the excuses for breaking the contract into three types:

A - An excuse on the part of the tenant :such as the bankruptcy of the tenant, his transfer from the industrial craft to agriculture, or the tenant's travel from the country and so on, and such excuses result in the annulment of the contract because of the damage the tenant may have in his body or his property38].

B - An excuse on the part of the lessor: for example, that a debt incurred by him is fatal to him, and he finds no way to pay it except by selling the paid thing and paying it from his price, provided that the debt is proven by evidence or approval.

A - An excuse due to the leased property or the rented thing : for example, if a man rented a bathroom in a village to take advantage of it for a known period, then the villagers migrated, so he should not pay the lessor) 39]. (

- 2The impact of the pandemic on the reduction of the price or the dissolution of the contract for the owners and Hanbalis:

Malikiyah and Hanbalis permitted a decrease in the price due to the pandemics in selling fruits after they seemed to be valid and delivered to the buyer , and placing pandemics in the crops and fruits on these two doctrines requires that the provisions of pandemics revolve between the detriment of the price of the buyer in terms of the amount of damage or planting, according to the impact of the pandemic, eradication, or Reduction, in which case the damage is all or part of the seller's guarantee alone) 40]. (

It was reported on the doctrine of Imam Ahmad (may God have mercy on him), and he placed the pandemic on the part of Jupiter in what was said and abundant in the two most authentic accounts: It was narrated from him: It is placed if it comes to a third of the fruit or more .It is the saying of Malik .Four pandemics: fire, wind, hail, and rain^[41] .

And their evidence for acts of pandemics and their effect on the situation or detracting from the price: It was narrated from the Prophet, may God's prayers and peace be upon him, that he ordered the development of pandemics and said: (If you sold fruit from your brother, then he was pandemic, then it is not permissible for you to take anything from him, unless you take the money of your brother without the right ?)^[42] [In another hadith the timing of the third .He worked with it and was told by many companions and followers^[43] .

And here comes an important question for us, which is:

If the pandemic was caused by a human act , as if it was said that America developed a virus like (Corona), then it would become like a pandemic, as China claimed ,accusing America , what is the impact of this pandemic on contracts and transactions?

In answering it, we say:

There are three sayings of the owners in this effect of this human pandemic ^[44] :

The first : It is considered a pandemic and creates all the effects that are caused by the heavenly scandals .These likened the human-caused scandals to heavenly ones in terms of impact and impact.

Second : It is not considered a pandemic and does not create any of the effects that result from heavenly pandemics .And this view was taken by its companions in the apparent meaning of the hadith: "If God forbids the fruit, then what will be taken away from your brother's money "?Sahih Al-Bukhari and Muslim .This saying is apparent in the fact that the lesion considered pandemic is heavenly and no other.

Third : All that cannot be paid and if he knows about it is a pandemic, and what can be paid if he knows it is not a pandemic.

-3The Shafi'i opinion regarding (the excuse):

Some contemporaries went on to say that the Shafi'i did not originally take the theory of excuse, which is understood from the sayings of al-Shafi'i (may God have mercy on him), because Ijara has a necessary contract like selling, so the contract is not broken unless there is a defect in the contracted one) ^[45] . (

I said : It is the most obvious in what I found from the process of searching for the opinion of Imam Al-Shafi'i (may God have mercy on him) regarding the issue of abrogating the lease contract with excuses, because one of the first texts on the issue of excuse for Imam Al-Shafi'i in his mother's book is: (And if the man huddles the man from the man, rent is necessary for him It shall not be annulled by the death of the Almoktari and the Almakri, and in no case at all as long as the house is standing. If the house was pushed to the Muktari, the rental was necessary for the whole Muktari, except that it is stipulated at the rental contract that it is for a known time, so it will be like the sale () ^[46] . (

Imam al-Nawawi (may God have mercy on him): The abrogation and abrogation is proven by a defect that is presented in the contracted for it, and the ablution is not provided with excuses, whether it is an eye lease or an edema, as if he rented a vehicle to travel on it as a disease, or a shop for a regret craft, or the machines of that craft were destroyed, or a bathroom The fuel could not be excused, as well as if the excuse was for the lessor, that he fell ill and was unable to go out with the animal, or he forced his house and his family traveling, so they returned and needed the house, or qualified, so it is not annulled in any of it, as there is no defect in the contract .And if he planted a land for cultivation, then plant it, and the seed was destroyed by a pandemic of free flow or intensity or cold or a large amount of rain and the like, so he has no annulment and no degradation of the fare, because the pandemic has caused the tenant to cultivate, not the benefit of the land, so it became as if he had bought a store to sell fine clothes, so his uniform was burned Do not blow the lease^[47] .

But Dr. Fathi Al-Derini went on to say that the theory of emergency conditions is also expressed by the occurrence of a defect affecting the location of the contract [\[48\]](#) .For his opinion of this makes the Shafi'i say the theory of excuse and emergency circumstance .God knows

-4The opinion of the foreground in (the excuse):

As for the Imamiyyah, they also did not say with an excuse theory because the leasing contract they have is one of the necessary contracts, where he said (the investigating investigator) in the laws of Islam: "Leasing is a necessary contract, and it is invalidated only by slander, or by one of the reasons required for annulment, and it is not invalidated by sale." Not with an excuse {Whatever use is possible, are they nullified by death? Popular among the companions Yes, and it was said that it does not nullify the death of the landlord, and invalidates the death of the tenant, and others said that it does not nullify the death of one of them, which is more like - that is, the more correct)} - [\[49\]](#) . (

Before the completion of the theories of excuse and pandemic among advanced jurists it is worth noting :that some considered that the theory of excuse is in line with the theory of emergency conditions in our time, and also considered the pandemic theory expresses the theory of force majeure in our time.

Second: The content of the emergency conditions theory for) contemporary jurists: (

The most fascinating description of the content of the theory of emergency conditions in Islamic jurisprudence is Dr. Fathi Al-Derini, who said: (There is an accident, circumstance or excuse, private or public, that occurred after the conclusion of the contract, and before its implementation or during it, whether it was later in the person of one of the parties to the contract Or, in the place of the contract, which was not expected, and is not always possible to pay, making the implementation of the contractual obligation harmful to the debtor excessively or obscene, and not due to the contract because the origin of that (the accident), not the same obligation, then it is outside the scope of the contract, whether the damage Its strength is to forfeit the benefit of the object of the contract in whole or in part, or if it is impossible to fulfill the benefit of the contracted contractor, in terms of sense or legitimacy, until it becomes impossible for only a tired person, in some cases, or it was a personal prejudicial harm that is required from proceeding with its implementation under the contract, (fulfillment of the obligation), to a party Personal, which has nothing to do with the location and safety of the contract, and its full benefit) () [\[50\]](#) . (

And the most important notes on the content of the theory of emergency conditions that Dr. Fathi Draini made the theory of force majeure portion of the theory of emergency conditions.

It is also worth noting that positive laws, including Arabic, were not considered to be the emergency circumstance of the debtor .And Sheikh Mustafa Al-Zarqa said that the contracts of lease, cultivation and settlement are not canceled with the death of one of the two scholars, the Shafi'i school of thought, and he said: "Our laws today are not to rent the rent by death, which is the Shafi'i ijtihad, and the interest today requires it".[\[51\]](#)

Also ,the Arab laws did not consider the emergency circumstance to be personal. Rather, it was considered only the circumstance that falls on the location of the contract[\[52\]](#) .

And Arab laws did not consider the emergency that can be expected, nor did they consider what can be paid, which is contrary to the theory in Islamic jurisprudence. Dr. Wahba Al-Zuhaili went to the point that Islamic jurisprudence is consistent with the law in the fact that the accident is not expected .And the opinion that Al-Derini went to is more correct than that of Dr. Wahba Al-Zuhaili .In the fact that the emergency circumstance can be expected in theory.

It is worth noting that the sensory barrier: such as a flood or war that spreads a general fear, prevents the possibility of cultivating the land in the first, or access to the leased property in the second as well .. And the legal barrier: as (menstruation for a woman) leased to clean the mosque, and if she is menstruating, it is not permissible for her Entering the mosque, and the rent will be lost for this reason[\[53\]](#) .

Also ,Arab laws did not consider the impossibility of emergency circumstances, but rather considered it from another theory, which is (the theory of force majeure). Dr. Wahba Al-Zuhaili went to the Islamic jurisprudence in accordance with the law in that the emergency circumstance should not lead to the impossibility of implementation .And Dr. Fathi Al-

Derini's opinion, which we presented in this regard, is more correct than Dr. Wahba Al-Zuhaili's opinion that the emergency conditions theory contains the state of Istihala (force majeure) which is the second part of the theory.

The basis and juristic principle of the theory of emergency conditions in Islamic jurisprudence, the legal evidence that the theory developed, the conditions that must be met, and the implications of this theory

Section the third w : the foundation and principle of jurisprudence⁵⁴ **[The theory of emergency conditions in Islamic jurisprudence, the legal evidence that the theory developed, the conditions that must be met, and the implications of this theory:**

The first requirement: the basis and doctrinal principle of the theory of emergency conditions in Islamic jurisprudence:

Some went to elaborate on the juristic basis of theory in Islamic jurisprudence, so they made an independent juristic basis that differs in pandemics from excuses as follows:

- **1In selling fruits and legumes** :If a pandemic struck her causing damage, then there was a defect in the sale before the total arrest, then he authorized the annulment request because what was damaged must not be offset by any of the price.

And since the benefits in the lease are permissible to dispose of them, and if damaged, it is from the lessor's guarantee as well as the fruit, for it is in its tree like the benefits before it is fulfilled, and the juristic basis for applying the theory is (the prohibition of taking the money of others unlawfully), because the seller does not deserve compensation in exchange for the damaged part of the fruit due to the pandemic occurring) ⁵⁵ [. (

- **2In Ijara :**

Benefits are not received and they are contracted for, for every benefit derives from the new contract rule and does not possess one sentence, but little by little, so the excuse that permits annulment in rent is like a defect before the sale, which causes the contractor's inability to proceed in the contract's contract except to bear the additional damage that he did not deserve in the contract In other words, he did not abide by it upon concluding the contract, so the annulment was in fact an abstention from committing the damage, and raising the harm is a legal duty) ⁵⁶ [(Evidence of Hadith:

)(No harm, no harm) (⁵⁷ [,the doctrinal basis of the theory is (removal of the damage that the contractor did not deserve when concluding the contract. Also, (justice) requires equality between the two contracts throughout the term of the contract in the lease(⁵⁸ [. (

And Dr. Wahba Al-Zuhaili said that the basis of the theory of emergency conditions is (justice)) ⁵⁹ [(And in his book Islamic Jurisprudence and its Evidence Attributed it to the Principle of Necessity in Islamic Law) ⁶⁰ [. (

And the researcher (Fadel Shaker Ahmad Mustafa) went on to state that the theory of emergency conditions in Islamic jurisprudence is general, as the basis of it is (to remove the damage that affects the contractor)) ⁶¹ [. (

And Dr. Fathi Al-Derini, regarding the general theory of emergency conditions, which he called an excuse in the lease agreement, went on to say that the basis of the theory is (abuse of the right), (and the principle of justice)) ⁶² [. (

And the researcher sees:

It is okay to make more than one basis for the emergency conditions theory, which is three bases) :Lifting the damage to the contractor (which is the basic principle of the theory, and then my principle) abuse of the right, (and) justice.(

The second requirement : Sharia evidence that developed the theory of emergency conditions in Islamic jurisprudence:

Contemporary jurists have inferred the existence of the theory of emergency conditions in Islamic jurisprudence with several evidence , as follows:

(1From the book:

A) says) :O ye who believe ! Eat not up your property among yourselves unjustly except it be a trade by mutual consent of you) (163]: (

The basic principle in this verse is the prohibition of people consuming their wealth unlawfully, that is, with interest, gambling, underestimation and injustice, "except that it is a trade", so that he will win a dirham in a thousand if he can) 164] , (and the verse is explicit in the legality of exchanging funds or offers if the races differ through the correct contracts in trade, which is a statement that it is illegal to eat people's money without compensation.

The reason for reasoning: The contract, as it was difficult to overcome some of the matters that arise during its implementation, there must have been fairness in compensation and allowance, otherwise the contracts should be canceled originally, because there is hardly a contract except for and fears in it a new emergency occurring on it breaching the budget of the contract Economic, therefore, and because the contract is one of the basic methods that God Almighty has legalized for the exchange of money, there must have been controls governing his economics, since the original contracts contain the exchange and compensation, and thus the contract of sale that the jurists said is) : exchanging the eye for mosquitoes(165] ,which was also decided in the definition of leasing, and they said: (exchanging benefits for mosquitoes)166] ,and the meaning of this verse may be more evident in the pandemic that affects the fruit, since if it affects all or more than a third during the period of the contract execution by the buyer, in this case if the contract continues, there will be a nullity of the funds, since the buyer He paid the money and did not take compensation for it, while the seller received the price and gave nothing.

B) says) : Allah commands justice and charity and kinsfolk , and forbids indecency and evil and oppression admonishes you may recall) (167]: (

Jassas Hanafi said: The Justice , it is a duty of fairness in the eyes of the minds before receiving the hearing, but reported hearing to confirm the obligatory charity in this position , a kindly scar and the imposition of the first) 168] . (

The reasoning:

Justice is equality and accuracy in requiring transactions, and charity goes beyond justice to the merit, and the obligation to fulfill the contract is fair, and God Almighty orders it, but the matter of charity comes if it is necessary for the contract to fulfill excessive harm in an emergency) 169] . (

A) The Almighty said) :God does not cost a soul except its capacity) (170]: (

This text is a great asset in religion, and one of the pillars of Muslim law, whether commissioning is related to acts of worship or in transactions, whereby the scholars of the foundations divided it into several sections called one of its sections as (the one who is judged and able), and from the sections of the latter, a section called (what is Out of his ability), and they said that from this section, man is not assigned to him according to the text that we are going to talk about) 171] , (and also according to the saying , Come Z) : God does not burden any soul beyond what Ataha (172] [The true Islamic Sharia does not accept distress, stubbornness, or hardship and exhaustion, as it expands where distress exists and facilitates where hardship exists and reduces where there is fatigue, so it is discerning from this noble verse, observing the emergency circumstance because obliging the contractor to implement his commitment with the occurrence of the emergency situation causes severe exhaustion, so he ended Street about him) 173] . (

(2From the Sunnah) :_a (Imam Malik (may God have mercy on him) brought it out, from the fact that the Messenger of God, may God's prayers and peace be upon him, said: "There is neither harm nor harm () ".174] , ((and what Imam Ahmad (may God have mercy on him) and Ibn Majah (may God have mercy on him) narrated from the hadith of Ubada bin Al-Samet that the Prophet, may God's prayers and peace be upon him and his companions and peace be upon him, said: "He decreed that there would be no harm or no harm() "175]: (

Scholars said: "harm of such killing and fighting injury is hurt from not hurt: and damages: damage from hurt your hand from non - aggression and likewise the victory of the right) "176] . (

I said : In fact, this meaning is the one that revolves between the tongues of the scholars in our time, and we do not know the meaning of the hadith more meaningful than it .Also, the Mayor of the Hanafi in saying the "excuse" theory in their books on this hadith.

The hadith clearly indicates that the damage is committed and the debtor is obligated to implement the obligation, with the occurrence of the emergency circumstance, and it is definitely against him, which deserves consideration of raising it or reducing it at least) [177](#)]. (

B) It is not correct for Imam Muslim from the hadith of Jabir bin Abdullah that the Prophet (may God's prayers and peace be upon him and his companions and peace be upon him) said: "If you sell fruit from your brother, then a pandemic will befall him, so take it for granted." Right((?[178](#)]: (

I said : This hadith is the mayor of al-Bab in the case of pandemics, and had it not been for the validity of this hadith, I would have said that the pandemic should not be put in place, but this hadith is in fact an argument in its chapter.

The talk is clear indication of the incidence of pandemics in whole or in part, and the buyer's intolerance is not immoral, he is tired financially and morally, as in material matters, money is lost, and in morale, the buyer may be exposed to physical illnesses and psychological trauma ,as a result of this exhaustion and this outrageous damage without the compensation he was contemplating .And it seems that the Prophet (may God's prayers and peace be upon him, his family and companions) made this loss a loss on the seller's side and not on the buyer's side but because the seller didn't spend a lot of money buying seeds for the fruit or taking them into consideration compared to the huge money that the buyer pays to get the fruit Therefore, the harm to the buyer in the event of a pandemic is much greater than the damage that may be returned to the seller . God knows

(3Jurisprudence rules:

A) Base: ((damage is removed) (([179](#)]: (It is a branch from his saying (may God's prayers and peace be upon him, his family and companions):

)(No harm or harm)) ([180](#)] . (Imam al-Suyuti said " :I know that this rule is based on many of the chapters of jurisprudence, including: responding with a defect)".[181](#)] (He also mentioned "breaking the marriage with faults)"[182](#)] . (

And marriage is a contract, it is annulled by the defect, and the urgent circumstance that responds to the contract is canceled as a defect in the commodity, as some scholars have gone to .[183](#)] This rule clearly indicates that the indebted damage to the debtor must be removed as a result of the emergency circumstance, in order to make it pay instead without taking it to replace it .Because the most severe damage is eliminated) [184](#) , ((in the event of an emergency or emergency conditions theory - the occurrence of the emergency circumstance - it entails that the creditor adheres to the binding force of the contract and requires the debtor to implement its obligation, ignoring the effect of the emergency circumstance, and that the failure to implement the obligation of the debtor is detrimental to the creditor, and likewise the debtor adheres to the circumstance The contingent and demands the removal of the damage due to him due to the exhaustion that he suffered as a result of the occurrence of the emergency circumstance, which he did not deserve in the contract and in his obligation to implement his obligation (harm to the debtor), and that the damage to the debtor in this case is more severe than the damage to the creditor, so he required the removal of the most severe damage Lighter damage where he chooses the lesser of two evils) [185](#)] . (

B) Rule: ((The need comes down as necessary, whether public or private((([186](#)]: (

For this reason, Ijara is permitted in contrast to the measurement of need, including: permissibility of peace in contrast to the measurement Because the sale of the non payable due to bankruptcy) [187](#)] . (

The rule is an indication that the buyer of the fruit, but needs time to extract it, and this need descends the place of necessity in prolonging the period of executing the contract, and therefore it is impossible to obtain the pandemic, otherwise the principle is that the buyer does not delay in meeting the fruit because of the fear of the pandemic.

Some said: "The debtor is obligated by the exhausted obligation as a result of an urgent excuse, which is located in a need that is close to necessity. The distress must be lifted, even as an exception to the rules of Sharia)".[188](#)] . (

C) Rule: ((ward off evil is intended to bring interests) (([189](#)]: (If a spoiler and an interest conflict, the spoiler is often paid .Because Sharia takes care of the prohibitions more than it takes care of the affairs, and therefore, peace be upon him, said: "If I command you something, bring what you can, and if I forbid you for something, avoid it ".[190](#)] ([191](#)] . (

In emergency provisions, the creditor's interest in obligating the debtor to implement its obligation contradicted the damage to the debtor if it fulfilled its obligation with the occurrence of the emergency, so the damage was paid by the

annulment for the excuse in the lease contract, for example, or by damaging the price to the extent of the damage caused by the pandemic in the sale of fruits and pulses) [192](#). (

D) Base: ((Hardship brings facilitation) ((193 [:(

The scholars said that all Sharia licenses and attenuations are graduated from this rule, and they are in worship and other seven:

First: travel.

Second: the disease.

The third: coercion.

Fourth: forgetfulness.

Fifth: ignorance.

Six: hardness and general scourge, such as a little blood and street clay.

The seventh: the shortage, including the failure to assign the boy and the madman) [194](#). (

The third requirement : Conditions for applying the theory of emergency conditions in Islamic (contemporary) jurisprudence:

(1The existence of a contract whose execution is lagging behind the time of its conclusion, which is the original.

Whether it is an ongoing contract, until the time is considered an inherent component of fulfillment by one of the contractors, it is not separated from it because it is its standard, as in the lease contract, for the tenant, or it is considered an element of performance in relation to who has the right, in relation to the lessor, or as contracts for the sale of the existing fruit On the trees, and after they seem to be good, they usually pick their fruits successively on freshness, so the contract continues to be executed, and it does not contemplate with the time of its conclusion, such as the sale of crops and fruits that are harvested.

Or the contract of sale was immediately executed, with the exception of crops, fruits and vegetables, if the entire price was postponed by agreement, for a specified period, or was it due to installments) [195](#). (

(2The occurrence of an emergency circumstance after the conclusion of the contract was not expected and cannot be paid, and this principle is in theory, and it is okay if the accident was expected, and whether this accident is heavenly or it is from the human beings such as war and revolution) [196](#):(

This condition contains several things:

A - It is stipulated that its occurrence must not be due to any of the contracting parties, otherwise it is responsible for its effects alone.

B - It is stipulated that he should not be negligent in his payment and guarding against him.

Dr. Wahba Al-Zuhaili said that Islamic jurisprudence and positive law are compatible in that the accident should not be expected) [197](#) , (which is an inaccurate saying, but the correct one is what we said that the circumstance in Islamic jurisprudence may be expected.

(3The envelope is to be public or private later in the person of any of the contractors:

This is what most contemporary jurists have agreed upon, since in law or in civil jurisprudence, the accident must be an exceptional year, such as a war or an earthquake, and in Islamic jurisprudence it is sufficient for an excuse to be fulfilled, as it is harmful to the interest of one of the two contracts) [198](#). (

(4To cause extrajudicial or extraordinary damage, as a result of this circumstance or excuse, as a result of the obligation itself) [199](#).(

(5It is equated that the damage is material, economic, disturbing the balance between the obligations arising from the contract, or that it is moral that touches the human consideration, or is legal, preventing the street itself from executing the contract because of this accident or legal impediment) [1100](#). (

(6It is equivalent to making - (the emergency circumstance) - the contract exhausting or impossible) [1101](#). (

The circumstance in which the implementation of the contract is impossible is included in the theory of force majeure in relation to positive law, while in the theory of emergency conditions in Islamic jurisprudence .

Fourth requirement : the impact or penalty on the theory of emergency conditions in Islamic jurisprudence:

Punishment or impact through this theory in Islamic jurisprudence does not deviate from the following:

(1The abrogation of the lease contract, as in the Hanafi school of thought) [1102](#) : ((With regard to the law, he did not say abrogation, but rather said the return of the obligation to a reasonable extent on the opinion of the majority of jurists and legal texts, and Dr. Wahba Al-Zuhaili said in this regard: "If the intention is to pay harm and achieve justice, there is no objection in my estimation of taking a destination Legal consideration in this regard) " [1103](#). (

And the investigation of the issue : is that when we stipulated that the circumstance is exhausting in the implementation or impossible in Islamic jurisprudence, according to Dr. Fathi Al-Derini, we did not underestimate us after that by what Dr. Wahba Al-Zuhaili said, and the correct opinion is what we went to, that it is permissible to abrogate the contract and it is consistent with the opinion The minority of jurists .God knows

What supports what we went to from saying that the contract was annulled as one of the effects of the emergency circumstance in this theory is what the researcher (Fadel Shaker Ahmad Mustafa) mentioned, where he said: "The first laws that were taken with the theory and the closest to the spirit of Islamic law are the Polish civil law, followed by the Italian, in terms of The first gave wide discretion to the judge he may appoint a method of implementation of the commitment or to determine the amount or to spend the termination of the contract ,and the elimination of termination of the contract similar to Islamic law " [1104](#). (

(2Undervalue the price as much as the damage from the sale or the fall of the whole price, as in the pandemic or pest that afflicted the fruit or planting, in the Maliki and Hanbali school of thought) [1105](#). (

(3Amending the value of the contractual obligation in the price and distributing the burden of the loss to both parties to the contract in the matter of fulfilling the money when its value and prices fluctuate, and this is what Ibn Abdin calls ("peace on the middle()")[1106](#). (

(4Defer implementation of the obligation in the light of the requirements of justice in each individual case) [1107](#). (

(5The possibility of stopping the execution of the contract until the expiry of the emergency circumstance, if that does not harm the interest of the contractors)[1108](#). (

The fourth topic

Juristic adaptation of corona in Islamic law with mentioning contemporary applications

The fourth topic: Juristic adaptation of corona in Islamic law with mentioning contemporary applications:

The first requirement: Juristic adaptation of corona in Islamic law:

Corona's epidemic in Islamic law is a pandemic that fulfills the two theories. In the event of a fatigue being caused to one of the contractors severely without the failure to fulfill a complete failure, it is an urgent circumstance.

In the event of failure and impossibility to fulfill the location of the contract or the object to which it is held, it is a force majeure.

The researcher concluded this by observing the reality and the contemporary effects caused by Corona.

Therefore, the effect of corona results from all the penalties in the theory of emergency conditions and force majeure over contracts and transactions, as follows:

A (The abrogation of the lease contract as in the Hanafi school of thought:

B (Underestimating the price as much as the damage from the sale or the fall of the whole price, as in the pandemic or pest that afflicted the fruit or planting, in the Maliki and Hanbali school of thought.

C (Modifying the value of the contractual obligation in the price and distributing the burden of the loss to both parties.

D (The possibility of stopping the execution of the contract until the expiry of the emergency circumstance, if this does not harm the interest of the contractors.

The second requirement :Corona applications and its impact on contractual dealings in Islamic law:

One of the most important applications of Corona and its impact on contractual dealings in Islamic law:

This is what Professor Hossam El Din Moussa Afaneh said:

“A number of citizens asked me a set of questions related to financial transactions that were affected by the spread of“ Corona Virus ”and they limited themselves to the questions related to the lease contract .[109](#) [.

One of the questions he was asked about Corona was the following question:

Rental housing for students The universities were closed and students returned to their cities and villages. Do the owners of the housing deserve a fee?

Citizens have asked to explain the legal ruling for this case?

He answered him by saying :The download of what the jurists decided on this catarrhal - the spread of “Corona virus” - appears in dropping the wages in case the benefit in the lease contract is not fulfilled, as is the case with the rented housing for students.

And that the lessors are required to return the sums paid as a deposit, because the benefit has not been paid to the tenants.

Because the Prophet, may God’s prayers and peace be upon him, said: “If you sell fruit from your brother, and his injury is a pandemic, then it is not permissible for you to take anything from him. What would you take your brother’s money without right?”^[110] The hadith indicates that pandas must be put in place, which is the most correct saying.

Conclusion

Praise be to God Almighty first and foremost, and God Almighty prayed to our master Muhammad and his family and companions and peace, and after:

The most important results that the researcher reached are the following:

- 1) Scientists considered Corona virus a pandemic or an effective excuse for completing contracts, their economies and budgets.
- 2) The scholars were interested in developing solutions and remedies for the cases of difference between the two contracts due to the urgent circumstance, by dealing with this pandemic according to the theories of emergency conditions and force majeure.
- 3) The solutions to treat the effects of Corona virus on the contracts are four solutions : either terminate the contract with an excuse, or place the pandemic, or reconcile the middle, or stop the execution of the contract until the emergency ceases.
- 4) If the damage was inflicted, whether the damage occurred to both contracts, or to one of them, or if the damage occurred in the place of the contract .Pursuant to the launch of the base of harm, it is removed and based on it from the hadith of the Prophet (“no harm and no harm”) .

Recommendations

- 1) The Iraqi judiciary must consider the Koran as an emergency circumstance in the contracts that happen in the context of exhaustion in its implementation, and a force majeure in the contracts that happen to be an impossible corporation in its implementation . Not to consider it a force majeure only.
- (2)The contracting parties must be satisfied with God’s judgment and destiny, and accept the ruling of the judiciary by returning the obligation to a reasonable extent, whether by placing the pandemic in whole or in part, or it is good for the middle or it is annulment .

References

- 1) **The Holy Quran.**
- [1]. **The Impact of Urgent Conditions on the Limitation of Adultery, Imad Abdul Rahim Ahmed Muqata, Master Thesis, submitted to the College of Sharia and Law at the Islamic University of Gaza.**
- [2]. **The effect of excuse and pandemics on the contractual obligations in Islamic jurisprudence compared to the theory of emergency conditions in the Algerian civil law, a note for a master's degree in Islamic sciences / University of Algeria, the student: Harshi Abdel-Rahman, 2005-2006.**
- [3]. **Ahkam al-Qur'an, Ahmed bin Ali Abu Bakr Al-Razi Al-Jassas Al-Hanafi (died: 370 AH) Investigator: Muhammad Sadiq Al-Qamhawi - Member of the Committee for the Revision of the Holy Qur'an Al-Azhar, Publisher: Dar Ihya Arab Heritage - Beirut, Date of publication: 1405 H.**
- [4]. **The likes and isotopes, Abd al-Rahman ibn Abi Bakr, Jalal al-Din al-Suyuti (died: 911 AH), publisher: Dar al-Kutub al-Alami Scientific Edition : First, 1411 AH - 1990 AD, p. 7 .**
- [5]. **The likes and isotopes on the doctrine of Abu Hanifa al-Nu'man, Zain al-Din bin Ibrahim bin Muhammad, known as Ibn Najim al-Masri (died: 970 AH), elaborated his notes and produced his hadiths: Sheikh Zakaria Omeirat, publisher: Dar Al-Kutub Al-Alami, Beirut - Lebanon, Edition: First, 1419 AH 1999 AD**
- [6]. **Originally, Abu Abdullah Muhammad bin Al-Hassan bin Farqad Al-Shaibani (died: 189 AH), investigation and study: Dr. Muhammad Buinukalin, publisher: Dar Ibn Hazm, Beirut - Lebanon, Edition: First / 2012 AD.**
- [7]. **Al-Alam, author: Khair al-Din bin Mahmoud bin Muhammad bin Ali bin Faris, Al-Zarkali Damascene (died: 1396 AH) Publisher: Dar al-Alam for millions, Edition: Fifteenth - May 2002 AD.**
- [8]. **Familiarity with the hadiths of the rulings, the author: Abu Al-Fath Muhammad bin Ali bin Wahb bin Mutee al-Qushairi, known as Ibn Daqeeq al-Eid (died: 702 AH). Investigator: He achieved his texts and hadiths Hussein Ismail Al-Jamal, publisher: Dar Al-Maraj International - Dar Ibn Hazm - Saudi Arabia - Riyadh / Lebanon - Beirut, Edition: Second, 1423 AH-2002 AD.**
- [9]. **The beginning of the mujtahid and the end of the economist, Abu al-Walid Muhammad ibn Ahmad ibn Muhammad ibn Ahmad ibn Rushd al-Qurtubi, famous for Ibn Rushd al-Hafid (died: 595 AH), publisher: Dar al-Hadith - Cairo, edition: without edition, publication date: 1425 AH - 2004 AD.**
- [10]. **Bada'i Al-Sanayi in the arrangement of Sharia, Aladdin, Abu Bakr bin Masoud bin Ahmed Al-Kasani Al-Hanafi (died: 587 AH) Publisher: Dar Al-Kutub Al-Alami, Edition: Second, 1406 AH - 1986 AD.**
- [11]. **The masterpiece of the needy in explaining the curriculum, the author: Ahmed bin Muhammad bin Ali bin Hajar al-Haytami, reviewed and corrected: in several copies with the knowledge of a committee of scholars, the publisher: the Great Commercial Library in Egypt to its owner Mustafa Muhammad, edition: without edition, year of publication: 1357 AH - 1983 AD.**
- [12]. **Juristic Definitions, Muhammad Amim Al-Ihsan Al-Mujddi Al-Barakti, Publisher: Dar Al-Kutub Al-Alami (Returning a Class for the Old Edition in Pakistan 1407 AH - 1986 AD), Edition: First, 1424 AH - 2003 AD.**
- [13]. **The Great Commentary on the Issues of Disagreement Ali Madhab Ahmad, Author: Judge Abu Ya'la al-Fur al-Muhammad ibn al-Husayn ibn Muhammad ibn al-Baghdadi al-Hanbali (died: 458 AH) Investigator: A specialized committee of investigators under the supervision of Nur al-Din Talib, publisher: Dar al-Nawadir, Edition: First, 1431 M - 2010 AH.**
- [14]. **Refinement of language, author: Muhammad bin Ahmed bin Al-Azhari Al-Herawi, Abu Mansour (deceased: 370 AH) Investigator: Muhammad Awad Marab, publisher: Arab Heritage Revival House - Beirut, Edition: First, 2001 AD.**
- [15]. **15th Al-Bayan Mosque in the interpretation of the Qur'an, Muhammad bin Jarir bin Yazid bin Katheer al-Amali, Abu Ja'far al-Tabari (died: 310 AH) The investigator: Ahmad Muhammad Shakir, publisher: Al-Risala Foundation, Edition: First, 1420 AH - 2000 CE.**
- [16]. **The Whole of Sciences of Imam Ahmad - Jurisprudence, Imam: Abu Abdullah Ahmed bin Hanbal, Author: Khaled Al-Rabat, Syed Ezzat Eid [with the participation of researchers at Dar Al-Falah], Publisher: Dar Al-Falah for Scientific Research and Heritage Verification, Fayoum - Arab Republic of Egypt, Edition: First, 1430 AH - 2009 CE.**

- [17]. **The Collector of Blog Issues, Author: Abu Bakr Muhammad bin Abdullah bin Yunis al-Tamimi al-Skali (died: 451 AH) Investigator: a group of researchers in PhD theses, publisher: Institute for Scientific Research and Islamic Heritage Revival - Umm Al-Qura University (series of theses recommended to be printed) Distribution Dar Al-Fikr for Printing, Publishing and Distribution ,First Edition, 1434 AH-2013 AD**
- [18]. **Ammunition, Author: Abu Al-Abbas Shihab Al-Din Ahmed bin Idris bin Abdul Rahman Al-Maliki, famous for Al-Qarafi (died: 684 AH). Investigator: A group of scholars, publisher: Dar Al-Gharb Al-Islami, Beirut, Edition: First, 1994 AD.**
- [19]. **Rawda Al-Talebine and the mayor of the muftis, the author: Abu Zakaria Muhyiddin Yahya bin Sharaf Al-Nawawi (died: 676 AH), investigation: Zuhair Al-Shawish, publisher: Islamic Office, Beirut - Damascus - Amman, edition: the third, 1412 AH / 1991 AD.**
- [20]. **Sunan Ibn Majah, Author: Ibn Majah - Majah The name of his father Yazid - Abu Abdullah Muhammad bin Yazid Al-Qazwini (died: 273 AH) Investigator: Shoaib Al-Arnaout - Adel Murshid - Muhammad Kamel Qara Balali - Abdul-Latif Haraz Allah, Publisher: Dar Al-Resalah International Edition: The first, 1430 AH - 2009 AD.**
- [21]. **Sunan Al-Darqutni, Author: Abu Al-Hassan Ali Bin Omar Bin Ahmed Bin Mahdi Bin Masoud Bin Al-Numan Bin Dinar Al-Baghdadi Al-Darqutni (died: 385 AH) Achieved and adjusted his text and commented on him: Shuaib Al-Arnaoot, Hassan Abdel-Moneim Shalabi, Abdel-Latif Harz Allah, Ahmed Barhoum, Publisher : The Resala Foundation, Beirut - Lebanon, Edition: First, 1424 AH - 2004 AD**
- [22]. **Shari'a al-Islam, the investigative investigator: Abu al-Qasim Najm al-Din Ja`far ibn al-Hasan T 676 AH, Commentary: Grand Ayatollah Sayyid al-Husayni al-Shirazi, Dar al-Ulum for Printing and Publishing, 4th edition 2015.**
- [23]. **Explanation of forty nuclear papers in the authentic hadiths of the Prophet, Taqi al-Din Abu al-Fath Muhammad bin Ali bin Wahb bin Mutee al-Qushairi, known as Ibn Daqeeq al-Eid (died: 702 AH) Publisher: Al-Rayyan Foundation, Edition: Sixth 1424 AH - 2003 CE.**
- [24]. **Explanation of jurisprudence, Ahmad bin Sheikh Muhammad Al-Zarqa [1285 AH - 1357 AH], corrected and commented on by: Mustafa Ahmed Al-Zarqa, publisher: Dar Al-Qalam - Damascus / Syria, Edition: A -II, 1409 AH - 1989 AD, p. 199.**
- [25]. **Jurisprudence and its applications in the four schools, d .Muhammad Mustafa Al-Zuhaili, Dean of the College of Sharia and Islamic Studies - University of Sharjah, Publisher: Dar Al-Fikr - Damascus, Edition: First, 1427 AH - 2006 AD.**
- [26]. **Capitals from Qawasim, Author: Judge Muhammad bin Abdullah Abu Bakr bin Al-Arabi Al-Ma'afari Al-Ashbili Al-Maliki (died: 543 AH) Investigator: Dr. Ammar Talbi, publisher: Dar Al-Turath Library, Egypt.**
- [27]. **Islamic Jurisprudence and its Evidence (The Comprehensive of Shariah Evidence, Doctrinal Opinions, and the Most Important Jurisprudential Theories, Realization and Prophetic Hadiths), a .Dr ..Wahba bin Mustafa Al-Zuhaili, Professor and Chairman of the Department of Islamic Jurisprudence and its Foundations at the University of Damascus - College of Sharia, Publisher: Dar Al-Fikr - Syria - Damascus, the fourth revised revision in relation to its predecessor (which is the twelfth edition of its illustrated editions).**
- [28]. **Book: Mother ,Shafi'i.**
- [29]. **Kitab al-Ain, Author: Abu Abd al-Rahman al-Khalil bin Ahmed bin Amr bin Tamim al-Farahidi al-Basri (died: 170 AH) The investigator: Dr. Mahdi al-Makhzoumi, Dr. Ibrahim al-Samarrai, publisher: Dar and Library of the Crescent.**
- [30]. **Al-Mabsut, Author: Muhammad bin Ahmed bin Abi Sahl Shams Al-Imam Al-Sarkhasi (died: 483 AH) Publisher: Dar Al-Maarefa - Beirut, Edition: Without Edition, Publication Date: 1414 AH - 1993 AD.**
- [31]. **Al-Mahali Al-Athar Authors: Abu Muhammad Ali bin Ahmed bin Saeed bin Hazm al-Andalusi al-Qurtubi al-Dhahiri (died: 456 AH) Publisher: Dar al-Fikr - Beirut, Edition: without edition and without history.**
- [32]. **The general jurisprudence entrance, Mustafa Ahmed Al-Zarqa, Dar Al-Qalam - Damascus, 2/2/2004.**

- [33]. **Introduction to the study of Islamic law, Dr. Mustafa Al-Zalami / Professor Abdul Baqi Al-Bakri, Al-Sanhouri Library - Baghdad, 2015.**
- [34]. **The Blog, Malik bin Anas bin Malik bin Amer Al-Asbahi Al-Madani (died: 179 AH), publisher: Dar Al-Kutub Al-Alami Scientific Edition: First, 1415 AH-1994 AD.**
- [35]. **Issues of Imam Ahmad bin Hanbal, Ishaq bin Rahwayh, Ishaq bin Mansour bin Bahram, Abu Yaqoub Al-Marwazi, known as Al-Kossej (died: 251 AH) Publisher: Deanship of Scientific Research, Islamic University of Medina, Saudi Arabia, Edition: First, 1425 AH - 2002 AD.**
- [36]. **Al-Mustadrak Ali Al-Sahihin, the author: Abu Abdullah Al-Hakim Muhammad bin Abdullah bin Muhammad bin Hamdoyah bin Naim bin Al-Hakim Al-Dahbi Al-Nisaburi Al-Nisaboori known as Ibn al-Sale (died: 405 AH). First, 1411- 1990.**
- [37]. **Musnad Imam Ahmad bin Hanbal, Abu Abdullah Ahmed bin Muhammad bin Hanbal bin Hilal bin Asad al-Shaibani (died: 241 AH) Investigator: Shuaib Al-Arnaout - Adel Murshid, and others, supervised by: Dr. Abdullah bin Abdul Mohsen Al-Turki, publisher: Al-Resala Foundation, Edition Al-Oula, 1421 AH - 2001 AD.**
- [38]. **A dictionary of jurists 'language, Muhammad Rawas Qalaji - Hamed Sadiq Qunaibi.**
- [39]. **Al-Manthur in Juristic Principles, Abu Abdullah Badr al-Din Muhammad bin Abdullah bin Bahadur al-Zarkashi (died: 794 AH), publisher: the Kuwaiti Ministry of Endowments, Edition: second, 1405 AH - 1985 AD.**
- [40]. **World Health Organization <https://www.who.int/ar>**
- [41]. **Al-Muwatta, Malik bin Anas bin Malik bin Amer Al-Asbahi Al-Madani (died: 179 AH), Investigator: Muhammad Mustafa Al-Adhami, publisher: Zayed bin Sultan Al Nahyan Foundation for Charity and Humanitarian Work - Abu Dhabi - UAE, Edition: First, 1425 AH - 2004 AD.**
- [42]. **Jurisprudential theories, Dr. Fathi El-Din.**
- [43]. **Theories of Islamic Jurisprudence / Theory of Abuse in the Use of the Right - and the Theory of Emergency Conditions, Lawyer / Majeed Mahmoud Saeed Abu Hajar, Publisher: International Scientific House, 1/2002.**
- [44]. **Theory of arbitrariness in the use of the right to Islamic jurisprudence, Dr. Fathi Al-Derini, Al-Resala Foundation - Beirut, 4/4/1988.**
- [45]. **The theory of legal necessity compared to positive law, Dr. Wahba Al-Zuhaili, Professor of Islamic Law at the University of Damascus, print: Al-Resala Foundation - Beirut, 4/1985.**
- [46]. **The theory of emergency conditions between Sharia and law, Fadel Shaker Ahmed Mustafa, a letter dedicated to the College of Islamic Sciences / University of Baghdad, supervised by: Professor Muhammad Shafiq Al-Ani, President of the Court of Cassation of Iraq, 1967.**
- [47]. **The Theory of Urgent Conditions in Islamic Jurisprudence and Positive Law, a comparative research by Sheikh Sheikh Muhammad Rashid Kabbani - member of the Jurisprudence Council in Beirut - Lebanon.**
- [48]. **The General Theory of Obligations in Islamic Law in Islamic Law, Shafiq Shehata, Reliance Press - Hasan Al-Akbar Street.**
- [49]. **Contract Theory in Islamic Jurisprudence, Prepared by: Izz al-Din Muhammad Khojah / Revision: Abdul Sattar Abu Ghadah, Dallah Al-Baraka Group Development and Research Department, First Edition / 1993.**
- [50]. **<http://yasaloonak.net> Network asking you Islamic.**
- [51]. **<https://lusailnews.net>.**
- [52]. **Website of the University of Mosul / College of Law.**