

REVITALIZING *AL-MU'ĀTAH*: SHĀFI'Ī PERSPECTIVES ON NON-VERBAL TRANSACTIONS IN SHARI'AH TRADE LAW

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Abstract

Buying and selling have been fundamental practices in human societies for centuries, serving as a means for people to exchange goods and services. Within the framework of Shari'ah (Islamic law), these practices were not abolished but rather enhanced with principles of justice and mutual benefit. However, the debate among Islamic jurists (fuqaha) regarding al-mu'ātah—a transaction conducted without explicit verbal exchange—raises questions about its validity under Shari'ah. Some jurists argue that mutual consent implied through actions is sufficient, while others insist that clear verbal expressions are necessary to prevent ambiguity and ensure the legitimacy of the contract. This study aims to explore and clarify the arguments among jurists regarding the validity of al-mu'ātah, specifically within the Shāfi'ī school of thought. Using a qualitative methodology, the research draws on classical and contemporary Islamic sources to analyze the concept from both jurisprudential and practical perspectives. The findings reveal that while al-mu'ātah has been endorsed by notable scholars like al-Imam al-Nawawī, concerns about its potential flaws have also been raised by later jurists such as Ibn Hajar and Al-Ramli. Ultimately, this study highlights the ongoing relevance of al-mu'ātah in modern commerce and the adaptability of Islamic jurisprudence in addressing contemporary transactional practices.

Keywords: *Al-Mu'ātah, Jurisprudence, Validity of Al-Mu'ātah, Transaction.*

INTRODUCTION

Buying and selling have been fundamental practices in human societies for centuries, serving as a means for people to exchange goods and services. This form of trading involves the transfer of ownership between two parties or their representatives, facilitating economic interactions that are essential for the development and sustenance of communities. When Shari'ah (Islamic law) was introduced into the lives of human beings, particularly within Muslim communities, it did not seek to abolish these age-old traditions of trade and commerce. Instead, Shari'ah provided a framework to enhance these practices, ensuring that they align with principles of justice, fairness, and mutual benefit. The primary

objective of Shari'ah in relation to trade is to bring about harmony and peace among people, fostering relationships based on trust and ethical conduct.¹

When Allah S.W.T revealed His guidance to Prophet Muhammad S.A.W concerning trade, the focus was not on prohibiting the act of buying and selling but rather on regulating it in a manner that ensures it is conducted in a way that is beneficial for all parties involved. Shari'ah turned trade into one of the primary means of gaining and increasing wealth, provided it is done in accordance with Islamic principles. These principles emphasize honesty, transparency, and the avoidance of harmful practices such as fraud, usury, and exploitation. By establishing clear rules and guidelines for trade, Shari'ah not only preserved the tradition of commerce but also elevated it to a higher moral and ethical standard. This ensures that trade becomes a means of promoting social welfare and economic justice, contributing to the overall well-being of the community.

One of the concepts extensively discussed among *fuqaha* (jurists) is *al-Mu'āṭah*. This concept refers to a form of buying and selling that occurs without the explicit use of formal phrases or verbal contracts between the parties involved. Essentially, *al-Mu'āṭah* is a transaction based on mutual consent through actions rather than words. In traditional Islamic jurisprudence, the use of explicit phrases (known as *ṣighah*) is generally considered crucial in forming a valid contract, particularly in matters of buying and selling. These phrases typically include clear expressions of offer (*ijāb*) and acceptance (*qabūl*), which are vital for establishing the intentions of the parties and making the contract legally binding under Shari'ah. However, the concept of *al-Mu'āṭah* acknowledges that in everyday transactions, especially in smaller or routine purchases, people often engage in buying and selling without the use of formal language. For example, when someone buys an item from a store by handing over money and receiving the item without any verbal exchange, this is considered *al-Mu'āṭah*.

The debate among *Fuqaha* regarding *al-Mu'āṭah* revolves around whether such transactions are valid under Shari'ah. Some jurists argue that since the intention of the parties is clear through their actions, such transactions should be considered valid. On the other hand, other jurists maintain that the absence of clear verbal expressions might lead to misunderstandings or disputes, making the contract potentially ambiguous or invalid. They argue that phrases are essential in Islamic contracts because they provide clarity and prevent any hidden intentions from affecting the legitimacy of the transaction. In summary, while phrases are traditionally seen as important for forming contracts in Islamic jurisprudence, the concept of *al-Mu'āṭah* recognizes that mutual consent can also be conveyed through actions. This concept highlights the flexibility within Islamic law to accommodate the practical realities of human transactions while still aiming to uphold the principles of fairness and clarity in all dealings. This study is aiming to justify and clarify the arguments between jurists about the validity of *al-Mu'āṭah* to implement it as valid Shari'ah trading viewing through Shāfi'ī's school (*madhhab*).

METHODOLOGY

This study utilized qualitative methodology, focusing on the collection and analysis of library-based data from traditional and contemporary Islamic sources. The materials included Arabic literature, *Usul al-Fiqh* texts, *Fiqh* books, and works on Islamic legal theory related to the concept of *al-Mu'āṭah*. The research involved a thorough review of both Classical *Turāth* (Islamic heritage) sources and modern scholarship to ensure a comprehensive understanding of the subject.

The data was analyzed using a thematic approach, where key concepts and themes related to *al-Mu'āṭah* were identified and categorized. This process involved coding the material to highlight specific areas of interest, facilitating a systematic organization of the data. Both deductive and inductive analysis techniques were applied to explore the

¹ Al-Nawawī, M. M. S. (n.d). *Kitab Al-Majmu' Sharḥ Al-Muhazzab Lil Al-Shairāzī*. Saudi: Maktabah Al-Irshad, Vol.9, pg. 169.

narrative surrounding *al-Mu'āṭah*, allowing for a deeper understanding of its linguistic and jurisprudential significance.

Additionally, the study employed a textual conceptual approach, which was essential due to the nature of the traditional Islamic sources. This method enabled a critical examination of *al-Mu'āṭah* within the broader framework of Islamic legal theory, while maintaining an emphasis on classical Islamic thought. The integration of this approach ensured that the research remained grounded in the historical and intellectual traditions of Islamic jurisprudence, while also offering insights into the modern application of the concept in legal practices.

THEORETICAL OVERVIEW OF AL-MU'ĀṬAH FROM LINGUISTIC AND JURISPRUDENTIAL PERSPECTIVES

The analysis of the term *al-Mu'āṭah* from both linguistic and jurisprudential perspectives provides a comprehensive understanding of its implications in Islamic law, particularly in the context of transactions.

1. Linguistic Perspective of *al-Mu'āṭah*

From a linguistic perspective, the term *al-Mu'āṭah* is derived from the Arabic root word *'aṭā*, which fundamentally means 'to give'.² The word *'aṭā* itself carries the meaning of an act of giving and, in some contexts, taking as well. Specifically, it describes the exchange that occurs when one person gives something and another person receives it, often implying a simultaneous or reciprocal action. Al-Khalil in his opus magnum mentioned that the word *'aṭā* is a term that describes the act of giving from hand to hand. In this context, it conveys the connotation that the action occurs directly, without any intermediaries, emphasizing the immediacy and directness of the transaction and often implying that the transfer is done in person and on the spot, ensuring that both parties are directly involved in the process.³

He also stated that the term *al-Mu'āṭah* is formed by modifying the root *'aṭā* by adding the letter *'alif* after the letter *'ayn*, transforming the word into *'aṭā*.⁴ This morphological change in Arabic grammar (*ilm al-ṣarf*) typically serves to expand or intensify the original meaning of the word. In the case of *al-Mu'āṭah*, the addition of *"alif"* indicates an interaction between two parties, emphasizing the bilateral nature of the act—both giving and taking are involved. This shift from a simple act of giving (as denoted by *'aṭā*) to a mutual exchange (as denoted by *al-Mu'āṭah*). *Al-Mu'āṭah* also have the same meaning with the word *al-Munāwalah* which indicates the act of giving and taking within two parties. In Arabic grammar, such an addition typically results in an expansion or enhancement of the meaning.⁵

In summary, the linguistic roots of *al-Mu'āṭah* reveal a deeper understanding of the concept, emphasizing the mutual and reciprocal nature of the transaction. Besides, the root word itself implies the connotation of the action occurs directly, without any intermediaries, emphasizing the immediacy and directness of the transaction and often implying that the transfer is done in person and on the spot, ensuring that both parties are directly involved in the process. Additionally, the addition of *"alif"* in the word's formation not only alters the word structurally but also enhances its meaning to reflect the bilateral interaction essential in buying and selling, as understood in both linguistic and jurisprudential contexts.

2. Jurisprudential perspectives of *al-Mu'āṭah*

From a jurisprudential perspective, *al-Mu'āṭah* is recognized as a legitimate method of buying and selling, and its connotation aligns closely with its linguistic meaning as per discussed before. The jurist defines *al-Mu'āṭah* as a transaction between two parties where

² Ibn Manzūr, J. M. M. (n.d). *Lisān Al-'Arab*. Bayrut: Dar Sadir ,Vol. 14, pg. 28; Ibn Faris, A. H. A. (n.d). *Mu'jam Maqāyis Al-Lughah*. Dar Al-Fikr, Vol. 4, pg. 353.

³ *Ibid.*

⁴ *Ibid.*

⁵ *Ibid.*

there is a mutual agreement on the price and the product beforehand, followed by the exchange of goods and money, without the use of explicit phrases (known as *ijāb* and *qabūl*, or offer and acceptance), neither the phrases coming from the two parties nor one of them.⁶

This definition has been defined by al-Imam al-Nawawī with the interpretation by al-Khatib⁷. Besides, al-Imam Ibn Hajar introduces a specific articulation to the perspective of *al-Mu'āṭah* to further clarify its meaning, which he explained: This type of *al-Mu'āṭah* act holds the view that the price of goods must be agreed upon in society, such as the price of bread for one dirham in a place where there is no disagreement about it. In such cases, there is no need for any kind of explicit sign, as they are content with the act of taking and giving.⁸

Ultimately, the linguistic and jurisprudential perspectives align seamlessly, reflecting a coherent and unified understanding of the concept. From this, several key understandings can be pointed out: *al-Mu'āṭah* is a method of buying and selling that occurs without the use of explicit phrases, yet it reflects a mutual agreement between the parties involved, specifically regarding the price and goods, with no disagreement in society about the act. This form of transaction relies on prior mutual agreement between the parties concerning the price and product. Al-Imam al-Nawawī, with clarification from al-Khatib, defined it, and al-Imam Ibn Hajar further added that in cases where the price is commonly accepted in society, such as bread costing one dirham, no verbal confirmation is required—the act of giving and taking is sufficient.

OPINIONS OF JURIST OF THE IMPLEMENTATION *AL-MU'ĀṬAH* AS A VALID SHARI'AH RULLING

In the Shāfi'ī school of thought, the concept of *al-Mu'āṭah* —a sales transaction conducted without the explicit verbal exchange of offer and acceptance (*ijāb* and *qabūl*)—is subject to considerable debate.

Al-Mu'āṭah, as discussed earlier, refers to a transaction where both parties agree on the product and price without explicitly stating their intentions verbally. In simpler terms, it is the act of buying and selling based purely on the physical exchange of goods and money, without formalized verbal communication. Al-Imam al-Nawawī advocated for the recognition of *al-Mu'āṭah* as a valid form of transaction under certain circumstances. His view was progressive for its time, reflecting the practical realities of how commerce functioned in everyday life, particularly in small, routine transactions where verbal agreements might not always take place (e.g., buying bread or simple goods).⁹

However, his stance was not universally accepted by all Shāfi'ī scholars. Some, particularly earlier jurists, maintained that a formal verbal exchange (*ijāb* and *qabūl*) was necessary to ensure the legitimacy of the contract.¹⁰ This was based on the belief that verbalization serves as a clear indication of mutual consent, which is crucial in ensuring that both parties fully understand and agree to the terms of the sale. From the perspective of Islamic jurisprudence, mutual consent is an *'illah* for the validity of any transaction¹¹. Therefore, a formal verbal exchange (*ijāb* and *qabūl*) is essential because consent is considered hidden within a person's heart. Verbal exchange externalizes that consent, making it evident. This approach is referred to as *Manāṭ al-Ḥukm*¹² in jurisprudential terms.

⁶ Al-Sharbinī, S. M. K. (1997). *Mughnī Al-Muḥtāj Ilā Ma'rifati Ma'ānī Alfāzī Al-Minhāj*. Bayrut: Dar Al-Ma'rifah, Vol.2, pg. 7.

⁷ *Ibid.*

⁸ Al-Haytamī, S. A. M. A. H. (2005). *Fath Al-Jawād Bi Sharḥ Matn Al-Irshād*. Bayrut, Dar Al-Kutub Al-Ilmiah, Vol. 2, pg. 5.

⁹ Al-Nawawī, M. M. S. (n.d). *Kitab Al-Majmu' Sharḥ Al-Muḥazzab Lil Al-Shairāzī*. Saudi: Maktabah Al-Irshad, Vol.9, pg. 191; Al-Maḥallī, J. M. A. (2013). *Kanzu Al-Ghāribīn Fi Sharḥ Minhāj Al-Ṭālibīn*. Jeddah: Dar Al-Minhaj, Vol.1, pg. 560.

¹⁰ Al-Tarmusī, S. M. M. A. (2018). *Ḥāshiyah Al-Tarmusī*. Jeddah: Dar Al-Minhaj, Vol. 6, pg. 721.

¹¹ *Ibid.*

¹² Al-Ghazālī, M. M. (2008). *Shifā Al-Ghalil Fi Bayāni Al-Shibhi Wa Al-Mukhīli Wa Masalik Al-'Illah*. Bayrut: Maktabah Al-Asriyyah, pg. 34; Al-Zarkashī, B. A. 'A. M. 'A. (1994). *Al-Baḥr Al-Muḥīṭ Fi Uṣūl Al-Fiqh*. Dar Al-Kutbi, Vol.7, pg. 263; Al-'Aṭṭār, H. M. al-S., (n.d). *Ḥāshiyah Al-'Aṭṭār 'Alā Sharḥ Al-Jalal Al-Maḥalliy 'Alā Jam'ī Al-Jawāmi'*.

In addition to the debate surrounding *al-Mu'āṭah* within the Shāfi'ī school of thought, a question often arises as to whether al-Imam al-Nawawī's endorsement of this concept represents an isolated or minority opinion. This might lead to the assumption that al-Nawawī was singular in his stance. However, a closer examination of the works of other Shāfi'ī scholars (*aṣḥab*) reveals that al-Nawawī was not alone in recognizing the validity of *al-Mu'āṭah*.

Notable Scholars Supporting *Al-Mu'āṭah*

1. Ibn Surayj: One of the prominent early Shāfi'ī jurists, Ibn Surayj contributed significantly to the development of the school's jurisprudence. He supported the concept of *al-Mu'āṭah*, particularly in transactions involving *al-Muḥaqqarāt* (common items and goods) where explicit verbal consent (*ijāb* and *qabul*) might not always be necessary. His view aligns with the recognition that, in common practice, mutual consent between the parties can be implied through their actions. This perspective was also endorsed by al-Ruyāni.¹³
2. Al-Baghawi: Another influential figure in the Shāfi'ī tradition, al-Baghawi accepted the idea of *al-Mu'āṭah* for transactions that had been traditionally practiced within society¹⁴. He viewed it as a valid form of transaction. His approach, like that of al-Nawawī, reflects a practical understanding of everyday commerce. This view was also endorsed by al-Mutawalli, with al-Imam al-Nawawī playing a key role in further promoting this perspective.¹⁵
3. Al-Ghazālī: The famed theologian and jurist al-Ghazālī, while primarily known for his works on spirituality and ethics, also contributed to Shāfi'ī jurisprudence. He recognized *al-Mu'āṭah* as a valid transaction in cases where both parties had a clear and mutual understanding of the terms, even if those terms were not explicitly verbalized. He expanded the concept of *al-Mu'āṭah* to include transactions that other scholars had rejected, particularly in cases of *al-Musamaḥat* (transactions considered favorable for all parties).¹⁶

Al-Nawawī himself clarified this matter in his comprehensive work, *al-Majmu'*, where he cited various earlier scholars who also supported the legitimacy of *al-Mu'āṭah*¹⁷. He underscored that his stance was not novel or unprecedented but was grounded in earlier juristic opinions within the Shāfi'ī tradition. Al-Nawawī's scholarly rigor ensured that his views were well-supported by a range of juristic precedents, and he demonstrated that the concept of *al-Mu'āṭah* had a broader acceptance among Shāfi'ī jurists than some may assume.

Furthermore, al-Turmusī, another respected figure within the Shāfi'ī school in this era, further affirmed that the endorsement of *al-Mu'āṭah* was not restricted to al-Nawawī. He pointed out that many of the *aṣḥab* (scholars of the Shāfi'ī school) had also favored this view. This consensus strengthens the position of *al-Mu'āṭah* as a valid method of transaction in Shāfi'ī jurisprudence, particularly for routine or customary exchanges.¹⁸

Given the endorsement by several jurists, the concept of *al-Mu'āṭah* was not seen as a fringe or isolated opinion within the Shāfi'ī school. Instead, it was acknowledged by various prominent scholars who recognized its practical applications in daily life. While

Bayrut: Dar Al-Kutub Al-Ilmiah, Vol. 2, pg. 319; Al-Shanqīṭī, M. al-A. (n.d). *Muzakkirah Usul Fiqh 'Alā Raḍāh Al-Nāzir*. Dar Alim Al-Fawaid, pg. 379; Al-Shanqīṭī, M. al-A. (n.d). *Nathr Al-Wuūd Fi Sharḥ Maraḥiq Su'ūd*. Dar Alim Al-Fawaid, pg. 433; Al-Ghazālī, M. M. (1993). *Al-Mustaṣfā*. Dar Al-Kutub Al-Islamiah, pg. 281; Al-Suyūṭī, J. A. R. (2000). *Sharḥ Al-Kawkab Al-Ṣāti' Nazm Jam'ul Al-Jawāmi'*. Mesir: Maktabah Al-Iman, Vol. 2, pg. 243.

¹³ Al-Nawawī. *op.cit.*, Vol. 9, pg. 191.

¹⁴ Al-Tarmusī, *op.cit.*, Vol. 6, pg. 721.

¹⁵ *Ibid*, Vol 9, pg. 191

¹⁶ Al-Sharbīnī. *op.cit.*, Vol.2 pg. 7.

¹⁷ Al-Nawawī. *op.cit.*, Vol. 9, pg. 191.

¹⁸Al-Tarmusī, Vol. 6, pg. 723.

some later jurists, such as Ibn Hajar and al-Ramli, were more cautious about its usage, the broader tradition of Shāfi'i fiqh did allow room for *al-mu'āṭah* in certain contexts.

The view that al-Nawawī's support of *al-Mu'āṭah* is an isolated or individual stance does not hold when the works of other Shāfi'i scholars are carefully studied. Influential figures such as Ibn Surayj, al-Baghawi, and al-Ghazālī, among others, also recognized the validity of this form of transaction. Al-Nawawī himself clarified that his position was supported by earlier scholars, and later jurists like al-Turmusī echoed this understanding. As a result, *al-Mu'āṭah* occupies a legitimate space within Shāfi'i jurisprudence, particularly in transactions where verbal consent may not always be feasible.

Disagreement Among Later Scholars

While al-Nawawī endorsed *al-Mu'āṭah*, later scholars, particularly Ibn Hajar al-Haytami and al-Ramli, who are key figures in interpreting al-Nawawī's work, *Minhāj al-Tālibin*, adopted a more cautious stance. Their perspectives on *al-Mu'āṭah* reflect a tension between established jurisprudential principles and the realities of everyday transactions.

1. **Ibn Hajar and al-Ramli's Concerns:** Both scholars considered transactions conducted through *al-Mu'āṭah* to have a *fasad* (invalid) contract. They argued that the absence of explicit verbal consent could result in ambiguities and misunderstandings about the terms of the transaction. In traditional Shāfi'i thought, explicit verbal consent serves as a safeguard that clarifies and removes doubts regarding the agreement between the buyer and seller. They believed that maintaining this clarity is essential for the integrity of contractual obligations.¹⁹
2. **Sinfulness for Knowledgeable Individuals:** Ibn Hajar and al-Ramli contended that knowledgeable individuals—those who are well-versed in the requirements of fiqh—engaging in *al-Mu'āṭah* are committing an act that could be deemed sinful. Their reasoning is that these individuals, aware of the proper procedures for conducting valid contracts, choose to bypass them. For such scholars, failing to adhere to the formal verbal process signifies a neglect of Islamic legal requirements, undermining the very foundations of lawful transactions.²⁰
3. **Al-Khatib's Perspective:** In contrast, al-Khatib, another important figure in interpreting *Minhaj Al-Tālibin*, presented a different viewpoint that aligns more closely with al-Ghazālī's understanding. He argued that if a seller has agreed upon a price for an exchanged property, the seller retains the right to the item. The owner's consent to the transaction legitimizes the exchange, regardless of the contract's formalities. Al-Khatib further clarified that a invalid contract (*fasad*) necessitates both parties to return what they exchanged and guarantee compensation for any damages, but this requirement pertains primarily to worldly affairs and does not extend to the hereafter, as reconciliation between both parties is presumed.

The divergence in scholarly opinions on *al-Mu'āṭah* illustrates the tension between theory and practice within Shāfi'i jurisprudence. While classical jurists emphasized the need for verbal consent to uphold the integrity of contracts, they also acknowledged the practical realities of everyday transactions, which might not always adhere to such formalities.²¹

Contemporary Practice Involving *al-Mu'āṭah*

In contemporary society, many transactions—especially small, routine exchanges—closely resemble the practice of *al-Mu'āṭah*. People often engage in buying goods without formal verbal agreements, relying on non-verbal cues, gestures, or simply the act of handing over

¹⁹ Al-Ramli, S. A. H. I. S. (2002). *Nihāyah Al-Muhtāj Ilā Sharḥ Al-Minhāj*. Bayrut: Dar Al-Kutub Al-Ilmiah, Vol. 3, pg. 376; Al-Haytami, S. A. M. A. H. (1983). *Tuhfah Al-Muhtāj Fi Sharḥ Al-Minhāj*. Misr: Maktabah Tijariah Al-Kubra, Vol. 4, pg. 217.

²⁰ Al-Bājūrī, I. M. A. (2016). *Ḥāshiyah Al-Bājūrī 'Ala Faṭḥ Al-Qārīb*. Dar Al-Minhaj, Vol. 2, pg. 596.

²¹ Al-Sharbīnī, *op.cit*, Vol. 2, pg. 7.

money and receiving goods. This phenomenon can be observed in various everyday situations:

1. Dining Experiences: When dining in restaurants, customers frequently order food by pointing at the menu or indicating their choices to the staff without engaging in extensive verbal negotiations. The exchange is straightforward: a customer pays the indicated price and receives their meal, demonstrating a mutual understanding that is consistent with the principles of *al-Mu'āṭah*.
2. Grocery Shopping: In supermarkets and malls, customers pick items off the shelves and proceed to checkout without explicit verbal agreements with store personnel. The prices are clearly marked on the items, eliminating the need for negotiation. The act of placing item on the conveyor belt and paying the cashier is sufficient to complete the transaction, reflecting the essence of *al-Mu'āṭah*.
3. Fueling at Gas Stations: When refueling their vehicles, customers select the amount of fuel they wish to purchase and pay at the pump, often without interacting with an attendant. The price per gallon is displayed prominently, and the transaction is completed through the act of pumping gas and paying, aligning closely with the principles of *al-Mu'āṭah*.
4. Emergence of Practical Trading Methods: Modern innovations such as vending machines and self-service payment systems further exemplify the application of *al-Mu'āṭah* in contemporary transactions. Vending machines allow consumers to select products and make payments without any verbal interaction. Similarly, self-service kiosks in stores enable customers to scan items and pay independently, emphasizing the transaction's non-verbal nature.

These prevalent practices demonstrate how *al-Mu'āṭah* manifests in daily life, illustrating that transactions often occur based on mutual understanding rather than formal verbal agreements. This adaptability highlights the need for Islamic jurisprudence to evolve and accommodate the practical realities of contemporary society. While a broader discussion on *fiqh al-mu'āmalāt* and the role of *'urf* in shaping financial contracts is valuable, this work focuses specifically on how scholars within the Shafi'i school have articulated *'urf* in validating the practice of *al-Mu'āṭah*. As the dynamics of trade and commerce change, the principles underlying *al-Mu'āṭah* provide a framework for understanding these everyday exchanges, ensuring they remain aligned with Islamic values while accommodating the needs of modern consumers.

CONCLUSION

The discourse surrounding the implementation of *al-Mu'āṭah* within the Shāfi'ī school of thought illustrates the intricate balance between established legal principles and the practical realities of everyday transactions. While *al-Mu'āṭah*—defined as a sales transaction conducted without explicit verbal exchanges—has been endorsed by key scholars like al-Imam al-Nawawī, it has also faced scrutiny from later jurists such as Ibn Hajar al-Haytami and al-Ramli, who expressed concerns regarding its potential flaws.

Al-Nawawī's advocacy for *al-Mu'āṭah* reflects a progressive understanding of commerce, recognizing the validity of transactions that occur based on implied mutual consent. This perspective aligns with the views of other notable scholars, such as Ibn Surayj, al-Baghawī, and al-Ghazālī, who similarly acknowledged the practicality and legitimacy of such transactions in certain contexts. Their collective insights highlight that *al-Mu'āṭah* is not merely an isolated opinion within the Shāfi'ī tradition but rather part of a broader acceptance among jurists who recognized its relevance in daily life.

Conversely, scholars like Ibn Hajar and al-Ramlī maintained that explicit verbal consent is crucial for the integrity of contractual agreements, arguing that the absence of such clarity can lead to ambiguities. Their caution reflects a tension within Shāfi'ī jurisprudence between upholding theoretical principles and addressing the practical realities faced by individuals in everyday commerce. Al-Khatib's perspective, advocating for

the legitimacy of *al-Mu'āṭah* when mutual understanding exists, further enriches this discourse by emphasizing the importance of intent and reconciliation in transactions.

In modern society, the prevalence of *al-Mu'āṭah* is evident in various routine exchanges, from dining experiences and grocery shopping to the use of vending machines and self-service kiosks. These practices demonstrate that many transactions are conducted based on implicit agreements, affirming the relevance of *al-Mu'āṭah* in modern commerce.

Ultimately, the ongoing debate among Shāfi'ī scholars concerning *al-Mu'āṭah* underscores the dynamic nature of Islamic jurisprudence, illustrating its capacity to adapt to the evolving needs of Muslim communities while remaining rooted in fundamental principles of mutual consent and legal integrity. The recognition of *al-Mu'āṭah* as a valid form of transaction ensures that Islamic law continues to be relevant and applicable in contemporary contexts, balancing the rigors of legal tradition with the practicalities of daily life.

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