

LEGAL RELATIONS CONCERNING TRADE IN ISLAMIC CIVIL LAW

Avazova Shoira Tuxtamratovna

*Uzbekistan International Academy of Islamic Studies*

*Associate Professor of the Department of “Social Sciences and Law”,*

*Candidate of Law*

**ARTICLE  
INFORMATION**

**ABSTRACT:**

**ARTICLE HISTORY:**

*Received:01.06.2026*

*Revised: 02.06.2026*

*Accepted:03.06.2026*

*This article covers the regulation of trade relations in Islamic law, the conditions for the validity of trade, the rights and obligations of the parties, as well as the provisions on salam trade.*

**KEYWORDS:**

*civil-legal relations,  
transaction, trade,  
customs, exceptions,  
salam*

**Introduction**

In the present day, the regulation of civil law relations and the improvement of legislation in this field make it essential to study and research our rich historical and legal heritage. As emphasized by the President of the Republic of Uzbekistan, Shavkat Mirziyoyev, in his work “Modern Times and the New Uzbekistan”, “...it is necessary to establish a legal framework for Islamic products, services, and banking activities in our country, to define the specific features of taxation for organizations specialized in this area, and to intensify measures aimed at protecting deposits attracted on the basis of Islamic finance [1:275].”

From the earliest periods in Islam, the permissibility of trade has been recognized, as there has always been a constant need for it among people. According to sources, numerous narrations regarding trade have been reported, and the Prophet Muhammad (peace be upon him) himself was engaged in trade before his prophethood.

**Methods**

In this article, methods of systematic, historical, comparative-analytical and logical analysis style were used. The information was taken from articles and books of the laws of the Republic of Uzbekistan, Uzbek, Russian, English scientists.

**Results**

In Islamic law, trade is referred to as *bay'*, and this concept means the exchange of one commodity for another through offer (*ijab*) and acceptance (*qabul*). For a sale to be valid, first and foremost, there must be an offer made by the seller and an acceptance by the buyer. The terms “*ijab*” (offer) and “*qabul*” (acceptance) are key legal concepts used in Islamic law in concluding a sales contract [4:37].

According to jurists (*fuqaha*), the following conditions must be observed for a sale to be valid:

1. The subject matter of the transaction must exist at the time of the agreement. It is not permissible to sell something that does not exist. (For example, it is not allowed to sell unripe crops, as it is uncertain whether they will grow or yield a harvest.)
2. The object of the transaction must be the property of the seller. No one can sell, gift, or lease something that does not belong to them (this rule also applies to other types of contracts). Likewise, items prohibited for consumption under Sharia cannot be traded.
3. The subject matter must be deliverable at the time of the agreement. (For example, it is not permissible to sell a runaway animal, a bird in the sky, or a fish in the water.)
4. The subject matter must be clearly known and specified to both parties. Otherwise, the transaction is invalid, as ambiguity may lead to disputes in the future.

Once the offer and acceptance have been completed, the sales contract is considered concluded, and any party who withdraws thereafter is regarded as breaching the agreement. However, annulment of the sale is permitted in cases such as defects in the goods, failure to inspect them, or the non-fulfillment of stipulated conditions.

The goods being sold must be presented clearly, without any ambiguity, to prevent potential disputes. If the goods are available at the place of transaction, they should be inspected. If they are not present but can be identified through a sample, then the sample should be examined—for example, wheat, walnuts, or honey. If the delivered goods do not match the sample, the buyer has the right to rescind the contract due to defect. If the item is something that cannot be judged by a sample (such as an animal), all its characteristics must

be described in detail. If, upon inspection, the goods do not meet the stated qualities, the buyer retains the right of option due to defect [3:38].

A sale is also valid whether the price is paid immediately or deferred to a specified time.

In conducting trade, consideration has always been given to ease for people, their needs, customs, worldview, and the conditions of the time. For example, although one of the conditions of a valid sale is that non-existent goods cannot be sold, in practice, agricultural products and fruits were often sold in bulk even when part of them had not yet come into existence. Based on *istihsan* (juristic preference), Imam Muhammad ibn Hasan al-Shaybani permitted the inclusion of not-yet-produced goods along with existing goods in such transactions. Scholars such as Imam Fazli, Shams al-A'imma al-Halwani, and Abu Bakr ibn Fazl issued fatwas in accordance with his opinion. According to jurists, such customary practices cannot be prohibited, as it is preferable to validate people's transactions rather than declare them invalid whenever possible.

This type of sale is known in Islamic law as *salam*. According to sources, *salam* is a contract established by the Sunnah. Its main purpose was to meet the needs of farmers who required funds to cultivate their crops and support their families until harvest. Thus, this contract allowed farmers to sell their agricultural produce in advance.

The *salam* contract is advantageous for the seller, as they receive payment in advance. It is also beneficial for the buyer, since the price in *salam* transactions is usually lower than in regular cash sales.

As an exception to the general prohibition of forward sales involving uncertain delivery, *salam* is permitted under strict conditions, and disputes may often arise in its application. For example, *salam* cannot be concluded for the produce of a specific field or a specific tree. If a seller promises to deliver wheat from a particular field or fruit from a particular tree under a *salam* contract, such a transaction is invalid. This is because the crop or fruit may perish before delivery, making fulfillment uncertain. Therefore, this rule applies to any goods whose delivery is uncertain [3:224].

### Debate

In conclusion, it should be emphasized that in Islamic law, trade relations—like other property relations—are comprehensively developed. In particular, issues such as the precise specification of the subject matter of the contract and the assurance of the parties' obligations are regulated in detail. Although these rules are strict, they also allow for flexibility by taking into account human needs and facilitating ease in transactions.

### Foydalanilgan adabiyotlar va manbalar

1. Mirziyoyev Sh. Hozirgi zamon va Yangi O‘zbekiston. - Toshkent: “O‘zbekiston” – 2024, B. 275.
2. Shayx Muhammad Sodiq Muhammad Yusuf. “Kifoya”. – T.: “Hilol-Nashr”, 2021. – 640 b.
3. Burhoniddin Marg‘inoniy. Hidoya sharh bidoyatil-mubtadi – 4. – T.: “Hilol-Nashr”, 2023. – 624.
4. Исхаков С. А. Ислом фуқаролик ҳуқуқи асослари: Ўқув қўлланмаси. — Т.: Ўзбекистон Республикаси ИИВ Академияси, 2005. — 128 б

