

AL-TAFAHUM AL-MUSBAQ (THE PRIOR UNDERSTANDING BETWEEN PARTIES): DETERMINING ITS POTENTIAL PRACTICES IN SELECTED ISLAMIC BANKING PRODUCTS

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Abstract: Mutual understanding is an element that exists in contracts, promises, and any form of agreement, as long as the intention of one party is agreed upon by another. These formal contracts and promises are achieved through a prior understanding that shapes the understanding on the details of the contract or promise between the contracting parties, known as *al-tafahum al-musbaq* (prior understanding between parties). *Al-tafahum al-musbaq*, as a linking mechanism in multi-contract arrangements, may potentially trigger the Prophetic prohibitions of *bay' wa salaf* (sale and loan in one transaction), *bay' atayn fi bay' ah* (two sales in one sale), and *safqatayn fi safqah* (two deals in one deal), as well as issues of interconditionality between contracts. Accordingly, this study analyses the views of Shariah scholars on the nature of prior understandings preceding a contract and examines their effect on subsequent contractual arrangements, particularly in determining whether such understandings are to be treated as binding conditions (*shart*) or as non-binding preliminary understandings. It further explores the juristic rulings of *al-tafahum al-musbaq* by reference to the objectives underlying the prior understanding (*al-amr al-mutawata'* 'alayh), highlighting how its Shariah characterisation may differ according to purpose and structure.

Keywords: *al-tafahum al-musbaq*, prior understanding, *muwa'adah*, *shart*

1. Introduction

Al-Farabi, in his *al-Madinah al-Fadilah*, construes the idea of *al-mujtama' al-kamil* (the ideal society), establishing that humans are social beings by nature. Social interactions naturally form understandings between individuals, referred to as *tawafuq al-iradah* (correspondence of intention), where individuals engage with one another and form partnerships grounded in agreements exposed to various risks, particularly when divergences in understanding arise after the agreement has been concluded. To manage such risks, an element of *irtibat* (binding) is required, realised through the conclusion of an *'aqd* (contract). Although *bay'*, *ijarah*, and other nominate contracts have long played a vital role in governing partnerships, they often emerge from a prior mutual understanding, here termed *al-tafahum al-musbaq* (the prior understanding between parties) that shapes the structure and implementation of the contract. In today's '*urf tijari* (prevailing commercial custom), this prior understanding is particularly significant in organising the sequence and procedures of a transaction, especially where a single Shariah

contract is insufficient and the utilisation of more than one contract becomes necessary. *Al-tafahum al-musbaq* guides the parties in structuring and concluding each contract in a manner that does not fall within the ambit of Prophetic prohibitions such as *safqatayn fi safqah*, *bay'atayn fi bay'ah*, and *bay' wa salaf*. This research aims to understand the nature of *al-tafahum al-musbaq*, its Shariah ruling, and its potential practices in selected Islamic banking products.

2. The Legal and Shariah Understanding of Preliminary Agreements and Understanding

2.1 Overview of Preliminary Agreements (PAs)

Preliminary agreements are generally non-binding documents that outline the framework, proposed terms, and conditions under which the contracting parties are to enter (Thomazios, Teh, 2020).

Common examples include the Memorandum of Understanding (MoU), Memorandum of Agreement (MoA), Letter of Intent (LoI), and Heads of Agreement (HoA) (Wang, 2019; Benjamin Tham & Co, 2021). While in Islamic banking, pre-contractual documentation takes the form of a Product Disclosure Sheet (PDS).

2.2 Legal Enforceability of Preliminary Agreements

Although PAs are generally treated as non-binding, certain clauses may carry legal enforceability, especially if they are drafted in a clear language that indicates a binding obligation or intention to bind an agreement. Among the PA clauses that may carry legal weight are as follows (Goh, n.d.):

- i. Duties and responsibilities
- ii. Specific details or key terms such as dates, timelines, and deadlines
- iii. Confidentiality or non-disclosure agreements (NDAs)
- iv. Exclusivity to prevent the other party from engaging competitors
- v. Intellectual property rights or ownership of ideas or data shared
- vi. Governing law and dispute resolution
- vii. Non-circumvention to prevent backdoor deals with contacts

Additionally, the binding elements of an agreement are not solely determined by the type of clauses, but also by the wording of the agreement or any element that the court views as an indication of a legal obligation; it may result in being binding from the legal point of view (Benjamin Tham & Co, 2021).

2.3 Defining al-Tafahum al-Musbaq from Shariah Scholars' Terminologies

Within classical *fiqh al-mu'amalat*, *al-tafahum al-musbaq* is synonymous with terms such as *al-muwata'ah*, *al-muwadha'ah*—a popular term among the *Hanafi* jurists—, and *al-ittifaq al-sabiq*—used by some of the *Shafi'i* jurists—. (al-Jassas, 1994; al-Baqillani, 1998; al-Sarakhsi, n.d.; al-Ruyani, 2009; al-'Imrani, 2000, al-Nawawi, 1928) The classical Shariah scholars did not define the concept per se; rather, their understanding can be inferred through their usage of the relevant terms in different contexts. Some contemporary scholars employ *al-ittifaq al-musbaq* and *al-tafahum al-musbaq* to denote pre-contractual understandings. (Hammad, 2001;

AAOIFI, 2017). The researcher views that the definition of *al-tafahum al-musbaq* is as per Sheikh Abdul Sattar Abu Ghuddah's (2000) text on the concept of *mufahahamah* as follows:

أن المفاهمة توطئة وتمهيد لعقود المقصود إبرامها.

“Mutual understanding constitutes a preparatory and introductory stage for contracts that are intended to be concluded.”

As for this research, *al-tafahum al-musbaq* is defined as (Imadi, 2023):

اتفاق الطرفين قبل العقد على أمر يقصدان بناء العقد عليه.

“An agreement between two (2) parties prior to the formation of a contract, concerning a matter upon which the parties intend to construct the contract.”

2.4 Comparison with Relevant Terms

2.4.1 *Al-tafahum al-Janibi*

Al-tafahum al-janibi (side understanding) is a well-known concept among Shariah scholars in Islamic finance, although it is rarely addressed explicitly in written works. *Al-tafahum al-janibi* (side understanding) is conceptually similar to *al-tafahum al-musbaq* grounded from the concept of *tafahum*. However, the former refers to an understanding that exists alongside, yet remains formally separate from the binding contract, whereas the latter focuses on an understanding agreed upon prior to the formation of the contract. (Abu Ghuddah: 2000)

2.4.2 *Wa'd and Muwa'adah*

Wa'd (unilateral promise) and *muwa'adah* (bilateral promise) represent practical manifestations of *al-tafahum al-musbaq* and may be utilised to bind specific aspects of such prior understandings when intended so. (Abu Ghuddah: 2000)

3. The Takyif of Al-Tafahum Al-Musbaq and The Scholars' Disagreement on Its Effect on Contracts

The scholars agree that if the prior agreement is explicitly stated in the contract, it forms part of the *'aqd* and is recognised as a *shart* (condition) of the contract (AAOIFI, 2017). However, if the prior agreement is not stated to be part of the *'aqd*, this is where differences of opinion emerge as to whether it should be treated in the same manner as a *shart* or regarded as a non-binding agreement independent of the contract (Al-Shazili, 2009; Abu Ghuddah, 2000).

3.1 The Khilaf on whether al-Tafahum al-Musbaq is Treated in the Place of Shart

The scholars differ on whether *muwata'ah* is treated in the place of *shart* and thus affects the contract, as outlined below:

3.1.1 First opinion: *muwata'ah* is not treated the same as *shart* and does not affect the contract.

According to this view, *muwata'ah* is a non-binding agreement that occurs prior to the formation of the contract and has no legal effect on it. This is the position of the Shafi'i school, as stated by al-Nawawi (1928):

دلينا أن الاتفاق السابق ملغى بدليل أنهما لو اتفقا على شرط فاسد ثم عقدا بلا شرط صح العقد

“Our evidence is that al-ittifaq al-sabiq is void, as proven by the fact that if the two parties agreed upon a corrupt condition, and then concluded the contract without having any condition, the contract would be valid.”

This view is also held by some Hanafi jurists, including al-Sarakhsi (n.d.), who states:

لو تواضعا على شرط خيار أو أجل ولم يذكر ذلك في العقد لم يثبت الخيار ولا الأجل.

“If the two parties agreed upon a condition of option (khiyar) or a deferment period (ajal), but did not mention it in the contract, then neither the option nor the deferment is established.”

3.1.2 Second opinion: *muwata'ah* is treated as a *shart* and affects contracts. According to this view, *muwata'ah* is treated in the same manner as a contractual condition and is therefore binding.

This is the position of the Maliki School, as articulated by al-Hattab (1995), who holds that where the parties did not stipulate a condition during the *'aqd*, the prior agreement is nonetheless treated as a *shart*, as follows:

إذا تواطأ على النقد قبل عقد البيع ولم يشترطه في عقدة البيع فذلك بمنزلة الشرط وهو واضح، بل لو فهم ذلك من غير تصريح به فالظاهر أنه كالشرط فتأمله

“If the two parties (buyer and seller) agree upon cash payment prior to concluding the sale contract but do not stipulate it in the contract itself, it is treated as a condition, and this is clear. Indeed, even if this intention is understood without being explicitly stated, the apparent ruling is that it is treated like a condition. So, reflect upon this.”

This view is also held within the Hanbali school. Ibn Taymiyyah (2004) states:

عامة نصوص أحمد وقدماء أصحابه ومحققي المتأخرين: على أن الشروط والمواظاة التي تجري بين المتعاقدين قبل العقد إذا لم يفسخاها حتى عقدا العقد فإن العقد يقع.

“The general position found in the texts of Ahmad, the early scholars of his school, and the verifying scholars among the later generations is that shurut and muwata'ah that occur between the contracting parties prior to the contract—if they do not revoke them before concluding the contract—then the contract is executed upon them.”

A similar position is found in the Hanafi school. Ibn 'Abidin (1966) states:

وينبغي الفساد لو اتفقا على بناء العقد كما صرحوا به

“The contract would be deemed invalid if the two parties agreed to base the contract upon (the invalid condition), as they have explicitly stated.”

Al-Juwayni (2007), quoting Abu 'Ali al-Marwarruzi, where he reports a view among some Shafi'i scholars, derived from the issue of *mahr al-sirr wa al-'alaniyyah* (implicit and explicit dowry):

وذكر بعض الأصحاب فيما نقله القاضي وجهًا بعيدًا، أن التواطؤ قبل العقد بمثابة المذكور مع العقد بين الإيجاب والقبول، وهذا الوجه الضعيف مأخوذ من مسألة مهر السر والعلانية في الصداق

"Some of our companions, as reported by al-Qadhi (Abu 'Ali al-Marwarruzi), mentioned a far-fetched view that a prior mutual understanding is equivalent to it being mentioned during the contract between offer and acceptance. This weak opinion is derived from the issue of implicit and explicit dowry in marriage."

Al-Ghazali (1997) further quotes Abu Muhammad al-Juwayni on the effect of prior agreement in the *'aqd al-nikah* where the money (currency) of the *mahr* was not explicitly mentioned, particularly in determining the applicable currency in the cases of *khul'*, as follows:

وقال الشيخ أبو محمد النية في الدراهم أيضا إنما تؤثر إذا توافقا قبل العقد على ما يقصد أن به فإن لم يسبق التواطؤ فلا يؤثر توافق النية

"Sheikh Abu Muhammad (al-Juwayni) said: 'Intention regarding the money (currency) only has effect if the two parties agreed prior to the contract on what was intended by it. If there was no prior tawatu' (mutual understanding), then the correspondence of intentions has no effect.'"

In this context, al-Ghazali draws a distinction between silence regarding the currency in cases of *khul'* and *bay'*, stating:

يحتمل فيه ما لم يحتمل في البيع

"It (khul') can tolerate what a sales contract cannot tolerate."

Accordingly, a prior agreement external to the contract may be taken into consideration in cases of *khul'*, whereas in *bay'* transactions, such prior agreements are not taken into account.

4. The Shariah Scholars' Views on the Ruling of Al-Tafahum Al-Musbaq and Related Shariah Issues

4.1 The Original Ruling of al-Tafahum al-Musbaq

As a matter of *mu'amalat*, *al-tafahum al-musbaq* is originally permissible under Shariah. This principle is supported by Ibn Taymiyyah (2001), who articulated the general rule for such governing wordly transactions as follows:

وأما المعاملات في الدنيا، فالأصل فيها أنه لا يحرم منها إلا ما حرمه الله ورسوله

"As for worldly dealings, the original ruling regarding them is that nothing is forbidden except what Allah and His Messenger have forbidden."

4.2 The Ruling of al-Tafahum al-Musbaq in Different Circumstances

Among contemporary scholars, Dr. Nazih Hammad (n.d.) asserts that the ruling of *al-tafahum al-musbaq* (*al-tawatu'*) is contingent upon *al-amr al-mutawata'* '*alayh*' (the pre-agreed matter) or the objective underlying the prior understanding. He explains:

للتواطؤ على إجراء العقود والصفقات ضروب وصنوف متعددة، يختلف حكمها بحسب الأمر المتواطأ عليه

"*Al-tawatu'* in executing contracts and transactions takes multiple forms and varieties, and their rulings differ according to what is agreed upon (*al-amr al-mutawata'* '*alayh*')."

Based on this explanation, the permissibility of *al-tafahum al-musbaq* is dependent upon its purpose. These purposes may be categorised as follows (Hammad, n.d.; al-Hunayn, 2012):

4.2.1 Permissible purposes:

- i. A prior understanding to combine permissible contracts for a legitimate commercial need.
- ii. A prior understanding to devise Shariah-compliant alternatives to a prohibited transaction.

4.2.2 Prohibited purposes:

- i. A prior understanding to engage in *hilah ribawiyyah* (a stratagem to engage in usury).
- ii. A prior understanding that functions as a means (*zari'ah*) leading to usury.
- iii. A prior understanding to engage in false bidding (*al-tanjush*) in *bay' muzayadah* (auction sale).

4.3 Shariah Issues Related to the Application of al-Tafahum al-Musbaq

While purpose remains the primary determinant of the ruling, contemporary scholarship has identified the combinatory element—specifically, the combination of multiple contracts—as a critical factor requiring careful scrutiny to avoid violations of Shariah principles. Accordingly, *al-tafahum al-musbaq* may be further analysed from two (2) distinct contexts (al-Hunayn, 2012):

- i. A prior understanding to execute a single, standalone contract.
- ii. A prior understanding to execute multiple, interlinked contracts.

The combination of multiple contracts within a single transaction may give rise to Shariah issues (al-Shatibi, 1997), particularly those addressed in the Prophetic prohibitions of *bay' wa salaf*, *safqatayn fi safqah*, and *bay' atayn fi bay' ah*.

In this regard, SAC of BNM (2017) outlines four (4) primary '*illah*' (underlying reasons) for the prohibition of *bay' wa salaf*, as follows:

- i. Existence of *riba* element or *hilah* to *riba*, where there is the contractual benefit to the lender.
- ii. Stipulation of condition that contradicts objective of the contract.
- iii. Existence of uncertainty or unknown price.
- iv. Involvement of two contracts in one transaction.

Notwithstanding this prohibition, the regulatory authority has resolved that the combination of contracts contingent upon one another may be permissible, provided that the necessary conditions are fulfilled (Bank Negara Malaysia, 2016):

"The SAC has decided that the combination between the contracts that are contingent upon each other is permissible, provided that it fulfils the following conditions:

1. *The arrangement does not lead to the element of riba, uncertainty (gharar) and/or gambling (maysir);*
2. *The arrangement does not result in any contradiction between the objectives of each contract (muqtada 'aqd); and/or*
3. *The arrangement does not lead to any element prohibited by the Shariah."*

In this regard, besides the objectives of the *al-tafahum al-musbaq* being Shariah-compliant, the arrangement itself must be free of *riba*, *gharar*, *maysir*, contradictory of *muqtada 'aqd*, and other prohibited elements as stipulated by the SAC of Bank Negara Malaysia.

5. Discussion and Conclusion

Some contemporary scholars, including Dr. Nazih Hammad (n.d.) and Dr. Muhammad al-Hunayn (2011), argue that in commercial and industrial contexts, a prior understanding governing the execution of contracts may be binding on both parties, thus aligning with the second view discussed in the previous chapter.

As previously established, the Shariah position—predominantly within the Shafi'i school and among the Hanafi scholars—classifies a prior understanding as a non-binding agreement. Nevertheless, its enforceability may be achieved through the incorporation of *wa'd* (unilateral promise) and *muwa'adah* (bilateral promise) (Abu Ghuddah, 2000).

The researcher finds the Shafi'i school's position to be the most aligned with the operational realities of Islamic banking. Given the complexity of multi-contract products, prior understandings (*al-tafahum al-musbaq*) must be managed with nuance.

While mutuality remains a core principle, certain critical undertakings must be binding (*ilzam*) to ensure the legal and financial stability of the transaction. It is a necessary measure to prevent default, safeguard assets, and fulfil the institution's fiduciary duties—objectives that fall squarely within the Shariah mandate of preserving trust and preventing harm.

Concerning *tawarruq* structures involving combined contracts, Dr. Muhammad 'Ali al-Gari (2005) stresses the necessity of avoiding interconditionality, stating:

التطبيق الصحيح للتورق المصرفي يتطلب انفصال أجزائه عن بعضها بعضا وعدم اشتراط بعضها في بعض

"The correct application of banking tawarruq requires the separation of its components from one another, and that they are not conditional upon each other."

Similarly, the Shariah Advisory Council (SAC) of Bank Negara Malaysia (BNM) (2025), in its ruling on inventory purchase based on *al-istisna' al-muwazi*, affirms the same principle:

"The two (2) istisna' contracts must be executed independently of and without any interconditionality."

In contemporary practice, where the combination of multiple contracts within a single transaction is often unavoidable, this principle becomes difficult to apply if a prior understanding to execute various contracts is treated as a contractual condition. Treating such an understanding as *shart* would inevitably give rise to interconditionality whenever the parties possess a prior understanding to execute multiple contracts before formal execution.

Although Dr. al-'Imadi (2023) supports the second view in general, he inclines towards the first view in the specific context of combined contracts, stating:

أن ذلك لا يصلح أن يكون رابطاً بين تلك العقود ينزل منزلة الشرط الذي يربط بين العقدين.

“Such a prior understanding (to execute contracts and promises with the view that the transaction would not proceed if any of them is not executed) is not sufficient to serve as a link between those contracts, taking the position of a condition that binds the two contracts together.”

One practical application of this approach arises where a financial institution needs to bind a client to certain essential obligations to ensure the viability of the transaction, while simultaneously preserving the non-binding nature of other elements of the prior understanding. To achieve this balance, the institution utilises the *sighah* of *wa‘d* for unilateral commitments and *muwa‘adah* for mutual commitments.

Although this practice is not new in Islamic banking, clarifying the binding nature of such agreements remains crucial. It enables financial institutions to classify agreements according to their Shariah rulings and legal nature, manage multiple contracts within a single transaction effectively, and ensure Shariah compliance when combining contracts. This, in turn, requires careful attention to issues such as contractual sequencing, independence of contracts, and the delineation between binding undertakings and non-binding understandings.

Among the existing applications of *al-tafahum al-musbaq* within the Islamic Banking industry can be observed in *‘inah*-based financing, *tawarruq* financing, parallel *istisna‘* or every transaction and arrangement that involves multiple Shariah contracts; where the objectives of the whole arrangement are taken into account to determine its Shariah-compliant status, other than the transaction itself being free of *riba*, *gharar*, *maysir*, contradictory of *muqtada‘aqd*, and other prohibited elements.

Unlike traditional contracts, in futuristic applications such as smart contracts—where agreements are automated—or when generative AI is used to combine various Shariah contracts, the role of *al-tafahum al-musbaq* becomes more decisive in determining the parties' true intent before the system finalises the transaction. To safeguard the Shariah compliance of these automated deals, other essential enablers are equally necessary, including the deep competency of Shariah committees and advisors in both Islamic jurisprudence and emerging technologies, alongside clearly defined operational parameters and robust Shariah-compliant guidelines.

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References

- AAOIFI. (2017). *Shari‘ah Standard*. AAOIFI.
- Abu Ghuddah, A. S. (2000). *Al-Tafāhum al-Jānabī fī Majāl al-‘Uqūd. Hawliyyah al-Barakah*, (2).

- Al-Baqillani, A. B. (1998). *Al-Taqrīb wa al-Irshād (al-Ṣaghīr)*. Muassasah al-Risalah.
- Al-Farabi, A. N. (n.d.). *Al-Madīnah al-Fāḍilah*. Dar Nahdhah Misr.
- Al-Gari, M. A. (2005). Al-Tawarruq al-Maṣrafi Kamā Tajrīhi al-Maṣārif al-Islāmiyyah. *Majallah al-Buhuth al-Fiqhiyyah al-Mu'asirah*, (67).
- Al-Ghazali, A. H. (1997). *Al-Wasīt fī al-Mazhab*. Dar al-Salam.
- Al-Hattab, M. M. (1995). *Mawāhib al-Jalīl Sharh Mukhtasar Khalīl*. Dar al-Kutub al-Ilmiyyah.
- Al-Hunayn, M. S. (2012). *Al-Muwāṭa'ah 'alā al-'Uqūd al-Māliyyah fī al-Fiqh al-Islāmī* [Master's dissertation, University of Imam Muhammad bin Saud Islamic University]. Dar al-Kunuz Ishbiliya. <https://iefpedia.com/arab/?p=42653>
- Al-Imrani, A. H. (2000). *Al-Bayān fī Mazhab al-Imām al-Shāfi'ī*. Dar al-Minhaj.
- Al-Jassas, A. B. (1994). *Al-Fuṣūl fī al-Uṣūl*. Ministry of Awqaf (Endowment) and Islamic Affairs.
- Al-Juwayni, A. M. (2007). *Nihāyah al-Maṭlab fī Dirāyah al-Mazhab*. Dar al-Minhaj.
- Al-Nawawi, M. S. (1928). *Al-Majmū'*. Idarat al-Tiba'ah al-Muniriyyah.
- Al-Sarakhsi, M. A. (n.d.). *Al-Mabṣūṭ*. Matba'ah al-Sa'adah.
- Al-Shatibi, A. I. (1997). *Al-Muwāfaqāt*. Dar Ibn 'Affan.
- Al-Shazili, H. A. (2009). *Naẓariyyah al-Sharṭ fī al-Fiqh al-Islāmī*. Dar Kunuz Ishbiliya.
- Bank Negara Malaysia. Shariah Advisory Council. (2016, February 23). *Shariah guidelines on combination of several contracts in a master agreement (SAC Meeting No. 166)*. <https://www.bnm.gov.my/-/sac-166th-meeting>
- Bank Negara Malaysia. Shariah Advisory Council. (2017, May 24). *Minutes of the 176th meeting*. <https://www.bnm.gov.my/-/sac-176th-meeting>
- Benjamin Tham & Co. (2021). *What's the deal with preliminary agreements (LOI, MOU, HOA or TS)?* Retrieved August 14, 2025, from <https://btcolaw.com/f/what%E2%80%99s-the-deal-with-preliminary-agreementsloi-mou-hoa-or-ts>
- Goh, V. (n.d.). *Breaking Down Legal Enforceability of MOUs In Malaysia*. Retrieved August 14, 2025, from <https://lpplaw.my/insights/e-articles/legal-enforceability-mou-malaysia/>
- Hammad, N. (n.d.). Al-Muwāṭa'ah 'Alā Ijra' al-'Uqūd Al-Muta'addidah fī Ṣafqah Wāḥidah. *Al-Mawsu'ah al-Iqtisad wa-al-Tamwil al-Islami*.
- Hammad, N. (2001). *Qaḍāyā Fiqhiyyah Mu'āṣirah Fī al-Māl wa al-Iqtiṣād*. Dar al-Qalam.
- Ibn 'Abidin, M. A. (1966). *Hāshiyah Ibn 'Ābidīn*. Dar al-Fikr.
- Ibn Taymiyyah, T. A. (2001). *Jāmi' al-Rasā'il*. Dar al-'Ata'.
- Ibn Taymiyyah, T. A. (2004). *Majmū' al-Fatāwā*. Majma' al-Malik Fahd.
- Thomazios, C., & Teh, C. (2020). *Do I Have A Contract? Preliminary Agreements in Acquisitions*. Retrieved August 15, 2025, from <https://mahwengkwai.com/do-i-have-a-contract-preliminary-agreements-in-acquisitions/>
- Wang, S. (2019). Theory of agreements. *SSRN Electronic Journal*.