

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

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## Islamic Council of Europe

Ref: 40001

Date: 19 Ramadān 1442 (1<sup>st</sup> May 2021)

Version: 1.1

## Community Guidance: Muḍārabah Partnerships

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All praise belongs to Allāh and may Allāh's peace and blessings be upon His messenger, his family, companions and followers until the last day.

## **Executive Summary:**

*Muḍārabah* is a non-binding contract in Islamic Finance that refers to a type of business partnership in which the Principal Owner/Investor [*Rabb al-Māl*] and the Entrepreneur [*Muḍārib*] agree to a profit-sharing investment/business venture. During the course of the contract, both profits and losses can be realised. Profits are shared according to a pre-agreed mechanism and proportion, while losses, if any, are endured by the *Rabb al-Māl* and the *Muḍārib* losing the applicable share of the expected profits, time and efforts.

Both parties to the contract will agree to the type of partnership; terms and conditions relating to capital, investment, and profit distribution.

Like all financial contracts, *Muḍārabah* contracts are governed by the principles of the prohibition of *Riba*, preventing deception and disputes and avoiding inflicting harm. Allāh says in the *Qur'ān*: "*Indeed, Allāh orders justice and good conduct and giving [help] to relatives and forbids immorality and bad conduct and oppression. He admonishes you that perhaps you will be reminded.*" (*Sūrah al-Naḥl*, 16:90)

The Messenger of Allāh (ﷺ) said: "*There should be neither causing harm nor reciprocating harm.*" (*Sunan Ibn Mājah* 2340)

Such principles seek to achieve the higher aims and objectives of the *Sharī'ah*; protection of wealth (*Ḥifdh al-māl*) through growth and prevention of loss. Allāh says in the *Qur'ān*:

"*And do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful]*" (*Sūrah al-Baqarah*, 2:188)

## **Types of *Muḍārabah* contracts:**

There are two types of contracts that the parties to a *Muḍārabah* contract can agree to: i) restrictive and ii) unrestrictive. A restrictive contract is one in which a clear set of directives are defined and specified by the Principal Owner/Investor in order to "restrict" the executive boundaries of the Entrepreneur. Accordingly, due diligence and care must be taken by the Entrepreneur to honour the

impositions set by the Principal Owner/Investor in order not to bring about any negative consequences to one or both the parties.

On the other hand, an unrestricted contract is one in which the Principal Owner/Investor grants the Entrepreneur an “unrestrictive” executive authority and mandate to pursue all for-profit trade activity that conforms to the interests of both parties in order for the objectives of the partnership being favourably realised.

By default, both types of contracts are non-binding and as such, both parties are able to dissolve the partnership unilaterally, except when dissolving the partnership leads to harm to any or both parties. Examples of such harms include: i) if the Entrepreneur has already commenced work relating to the management of the capital of the Principal Owner/Investor, or ii) both parties have already stipulated a specified expiry term.

### **Terms and conditions:**

A *Muḍārabah* contract is entered into when there is an offer and acceptance between the Principal Owner/Investor and an Entrepreneur, both of whom are legally mature, of sound mental health, and known for maturely engaging in financial transactions. The contract must be expressed verbally, in writing or any other method which could be evidenced by appropriate documentation or record. All terms, liabilities, profit-sharing ratios and any other conditions must be stated clearly, leaving no room for ambiguity or uncertainty. The Principal Owner/Investor hands over the capital, which should be identifiable, readily available, accessible, and in the form of cash to the Entrepreneur in order to commence business activities.

### **Responsibilities and liabilities:**

The *Muḍārabah* partnership is considered one of ‘Trust’ and accordingly, the Entrepreneur is absolved from all liabilities in the event the business investment is unsuccessful, except in the event in which the contract is breached and there is proven misconduct/negligence on the part of the Entrepreneur, in which case the Entrepreneur will be liable to return the capital of the *Muḍārabah* and forfeit their rights to any profits accrued during the entrepreneurial venture. Examples of breach and misconduct/negligence include: buying/selling extensively above/below the known market rates; fraudulent accounting activity; taking on further investors without permission of the Principal Owner/Investor or in a manner which brings financial harm to investments made with his capital; investment in opportunities considered prohibited in Islam or through contractual agreement; and

investing in areas beyond the scope of investment opportunities agreed to between the parties of the *Muḍārabah* contract, etc.

In order to avoid any conflict and negligence, both parties to a *Muḍārabah* partnership must ensure some of the following contractual areas are covered to avoid any future conflict and disputes: i) defining the remit of the Entrepreneur's scope of operation (i.e. work, time commitment, authority to take loans, etc), ii) rules of engagement in relation to decision making, iii) the extent of the *Muḍārabah* partnership and the Entrepreneur owning multiple investable businesses, and iv) defining the timing upon when profits must be distributed and the *Muḍārabah* partnership dissolved.

### **Conclusion of the *Muḍārabah* partnership:**

The *Muḍārabah* partnership can be concluded through various scenarios, some of which are: i) unilateral termination of the contract by one of the two parties, before the investment of the capital begins, ii) agreement by both parties to terminate the contract after investment of the capital has begun, iii) upon the date of dissolution of the partnership being reached, iv) the capital being lost, or deemed insignificant in yielding any profit, or v) upon the death of the Entrepreneur.

### ***Muḍārabah* contractual dispute resolutions:**

In the event there is disagreement or conflict between the Principal Owner/Investor and the Entrepreneur, and they are unable to resolve their dispute amicably, they should seek to resolve it through Islamic arbitration, mediation or adjudication by an authoritative *Sharī'ah* Council.

The Islamic Council of Europe (ICE) is able to undertake such cases. The conditions for ICE to act in the above capacities are: i) consent by all parties involved in the dispute, ii) free and exclusive jurisdiction granted to ICE by all parties, and iii) co-operation by all parties in settling the dispute.

## Introduction:

### 1. Guidance scope:

1.1 The aim of this guidance is to cover the *Shari'ah* rulings for the profit-sharing financial contract known as *Muḍārabah* from the perspective of both parties to the contract, namely: The Principal Owner/Investor (or *Rabb al-Māl*) or the entrepreneur (or *Muḍārib*).

1.2 The citations of this guidance should only be interpreted and consequently applied in a manner that does not constitute interest, unacceptable ambiguity, from the perspective of Islamic Law, oppression, or any concept which leads to any of the three listed criteria becoming a part of the *Muḍārabah* partnership.

1.3 This standard consists of two parts, namely, i) The Main Body Text, and ii) The Footnotes' Segment. Accordingly, this Standard is to be read and understood in light of its underlying citations, considerations, and recommendations, if any, as part of both its parts.

### 2. Definition:

2.1 *Muḍārabah* refers to a type of business partnership based upon the convergence of venture capital provision and capable entrepreneurship to create a commercial initiative with the objective of sharing profit from the commercial entity based on a pre-agreed mechanism and proportion, with resulting losses, if any, being endured by the *Rabb al-Māl* solely<sup>1</sup>, with the *Muḍārib* losing the applicable share of the expected profits.

### 3. Ruling:

3.1 *Muḍārabah* is a permissible contract in Islamic Law, if applied as per its set conditions as set within the field of Islamic Jurisprudence, based on the consensus of the Scholars (*al-Ijmā'*).

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<sup>1</sup> There are exceptions to this general principle which will be expanded on in consequent segments in this guidance.

## 4. Types of *Muḍārabah* contracts

4.1 *Muḍārabah* partnerships can be upon the following two frameworks: Restrictive and, Unrestrictive.

### 4.1.1 Restrictive *Muḍārabah*

This form of the *Muḍārabah* contract entails the partnership ensuing upon a set of clearly defined directives as specified by the *Rabb al-Māl*, which in turn confines the executive boundaries of the *Muḍārib*. Accordingly, due care and precaution must be taken by the *Muḍārib* to honour the impositions set by the *Rabb al-Māl*.<sup>2</sup>

### 4.1.2 Unrestricted *Muḍārabah*

This form of the *Muḍārabah* contract entails the partnership ensuing upon a cooperative mandate in that the *Muḍārib* is provided the executive authority by the *Rabb al-Māl* to pursue all for-profit trade activity that conforms to the interests of both parties and the objectives of the partnership being favourably realised.<sup>3</sup>

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<sup>2</sup> The restrictions in relation to this category of *Muḍārabah* range across levels and can apply to the timespan of the contract, as well as the physical space of the *Muḍārabah* operation, and the investment scope available to the *Muḍārib*.

<sup>3</sup> An example of this would be in the form of the *Rabb al-Māl* handing over the capital with only the profit-sharing mechanism and ratios being highlighted, whilst leaving the *Muḍārib* to pursue any avenue he deems suitable to the objectives of the contract, irrespective of place, without an expiry date being set to the partnership. It should be noted though, that although this category is listed as ‘unrestricted’, the restrictions set by the *Shari’ah* to trade generally, and the *Muḍārabah* partnership and operation specifically still do apply.

## 5. Opt-out function of the *Muḍārabah* contract

5.1 By default, Islamic Jurisprudence considers the *Muḍārabah* contract to be a non-binding one. As such, both parties are able to dissolve the partnership unilaterally, except in the following two circumstances<sup>4</sup>:

5.1.1 Upon the commencement of trade with the provided venture capital by the *Muḍārib*. In this circumstance, the partnership will remain binding until the point of actual or constructive profit-distribution.

5.1.2 Upon both parties mutually agreeing to a sunset-clause. In this circumstance, the partnership will become binding until the expiry date set within the clause.

## 6. Necessary conditions

### 6.1 In relation to the *Rabb al-Māl* and *Muḍārib*

The conditions established in Islamic Jurisprudence pertaining to the conditions of an Agent (*Wakīl*) and their appointment are applicable. In summary, these conditions include both parties being legally mature, of sound mental health, and known for mature financial transaction related ability.

### 6.2 In relation to the capital

The capital of *Muḍārabah*:

6.2.1 Must be provided in the form of cash in principle.

6.2.2 Must be clearly known to an extent which negates uncertainty, ambiguity, and contractual dispute.

6.2.3 Must be accessible to the *Muḍārib* without hindrance.

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<sup>4</sup> The Council notes accordingly that the conclusion of this section of the standard may read differently to the legal guidance and conclusion of the four canonical schools of Islamic Law. The Council has however favoured the stated formalisation in light the conclusions by the International Islamic Fiqh Academy of the OIC (Organization of Islamic Countries) on this matter, with the objective of preventing harm and protecting the rights of all parties in light of modern-day applications of the *Muḍārabah* contract.

6.2.4 In light of 6.2.1, it is noted that the majority of the presiding members of the Council, although preferring cash to formulate the capital of the *Muḍārabah* partnership, also recognised the scope of Islamic Jurisprudence’s flexibility in the unique event of cash being a non-option, and accordingly stated the conditional permissibility for the settlement process of debt and for assets to constitute the capital of a *Muḍārabah* contract in the event of cash not being an option as per the mandatory guidance stated within the text of the attached footnote.<sup>5</sup>

### 6.3 In relation to the profits

6.3.1 The profit-sharing mechanism and ratios between parties must be clearly defined to an extent which negates uncertainty, ambiguity, and contractual dispute. This objective may be achieved through the setting of tangible ratio citations (e.g. 50-50) before the commencement of the contract, or through the presence of set absolute<sup>6</sup> customary/normative references which both parties can refer to.

<sup>5</sup> For the settlement process of debt to constitute the capital of a *Muḍārabah* partnership, the following conditions apply:

- i) The absence of cash on the part of the expected *Rabb al-Māl*.
- ii) For the debt upon the expected *Muḍārib* towards the expected *Rabb al-Māl* to be 'due'.
- iii) For the expected *Muḍārib* to be considered 'liquid' in terms of the amount constituting the debt.
- iv) For the amount of the debt constituting the capital for the *Muḍārabah partnership through* settlement to be clearly known by both parties to the contract, in a manner that prevents contractual dispute throughout the period of the partnership.

For an asset to constitute the capital of a *Muḍārabah* partnership, the following conditions apply:

- i) The absence of cash on the part of the expected *Rabb al-Māl*.
- ii) For the specifics of the asset to be known to the expected *Muḍārib*.
- iii) For the price of the set asset to be stable and non-volatile.
- iii) For the asset to be something considered permissible (*Ḥalāl*) in Islamic Law.
- iv) For the asset to be an item which can be liquidated with ease.
- v) For the amount received after the liquidation process of the asset and constituting the capital for the *Muḍārabah partnership* to be clearly known by both parties to the contract, in a manner that prevents contractual dispute throughout the period of the partnership.

Accordingly, in the rare case of section 6.2.4 becoming a consideration, the Council advises all relatable parties to revert to their knowledgeable and responsible Islamic scholars to discuss its implementation in light of its addendum.

<sup>6</sup> Not relative normative values, which are most likely to bring the partnership to an impasse due to contractual dispute.



6.3.2 It is not permissible for a fixed amount of payment/s to be allocated for the *Rabb al-Māl* in the form of a fee or otherwise as part of the profit-sharing mechanism of the *Muḍārabah* contract.

6.3.3 It is permissible for both parties of the *Muḍārabah* contract to amend the profit-sharing mechanism and ratio before the liquidation of the partnership, on condition that the amendment is done amicably in a manner that does not infringe upon the conditions of the *Muḍārabah* contract, and in a manner which prevents the contractual arrangement from falling into dispute.

6.3.4 It is permissible for the profit-sharing mechanism to list/include contingencies such as profit-caps, which entail a unique profit-sharing approach between the parties of the partnership if surpassed.

6.3.5 The distribution of profit depends on the financial status of the partnership at the dissolvent stage of the *Muḍārabah* partnership. Accordingly, if significant losses are recorded which are greater than procured profits from the *Muḍārabah* operation, the amount constituting the net loss must be deducted from the amount of capital stipulated at the beginning of the contract. However, if profits are realised, it must be distributed between the parties as per the profit-sharing mechanism and ratios agreed to between the parties.

6.3.6 The *Muḍārib* has no entitlement to their shares upon any profits being realised before actual distribution of the profits takes place.

6.3.7 In light of 6.3.6, it is noted that the majority of the presiding members of the Council recognised that whilst it is preferable for none of the profits to be claimed by the *Muḍārib* prior to the dissolution of the *Muḍārabah* contract, it is sound from an Islamic Jurisprudence perspective for the *Muḍārib* to have entitlement to their shares upon any profits being realised<sup>7</sup>, as per the mandatory guidance stated within the text of the attached footnote.<sup>8</sup>

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<sup>7</sup> As per the view of the *Ḥanbali Madhab*.

<sup>8</sup> for the *Muḍārib* to have entitlement to their shares upon any profits being realised, the following conditions apply:

- i) That express permission is given by the *Rabb al-Māl* before any interaction with the entitled profits takes place by the *Muḍārib*.

## 7. Legal considerations in relation to the *Muḍārib*

7.1 The *Muḍārabah* partnership is considered one of ‘Trust’ in Islamic Jurisprudence. Accordingly, the *Muḍārib* is absolved from all liability in the event of the entrepreneurial operation being deemed unsuccessful, except in the event of the conditions of the *Muḍārabah* contract and/or the normative considerations in relation to it being breached, and misconduct/negligence being proven on the part of the *Muḍārib*.

7.2 In the event of breach and misconduct as per 7.1 occurring, the *Muḍārib* becomes liable and consequently guarantees the Capital of the *Rabb al-Māl*.

7.3 Examples of breach and misconduct/negligence as per 7.1 include: Buying extensively over the known market rates, selling extensively below the known market rates, fraudulent accounting activity, taking on further investors without permission of the *Rabb al-Māl* or in a manner which brings financial harm to investments made with his capital, investment in opportunities considered prohibited in Islam or through contractual agreement, investing in areas beyond the scope of investment opportunities agreed to between the parties of the *Muḍārabah contract*, (etc).

7.4 In the event of breach and misconduct as per 7.1 occurring, the *Muḍārib* is liable to return the capital of the *Muḍārabah* partnership and forfeits their rights to any of the accrued profits from any of the resulting entrepreneurial efforts due to the original partnership.

## 8. *Muḍārib* handing over of the contract’s capital to a second *Muḍārib*

8.1 It is not permitted for the *Muḍārib* to pass on the capital of the *Muḍārabah* partnership to another *Muḍārib* except with the express permission of the *Rabb al-Māl*.

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- ii) That the resulting receivable does not cause the *Muḍārabah* operation to lose its integrity and consequently yield losses after showing signs of success.
  - iii) That in the event of any interactions taking place with the entitled profits before the dissolution of the *Muḍārabah* partnership, the amounts personally used by the *Muḍārib* will be revised accordingly upon dissolution of the partnership, or upon the date in which actual or constructive distribution of profits has been agreed to as per the contract. In the event of the *Muḍārib* having interacted with an amount in excess to the amount actually deserved, the *Muḍārib* will be obliged in principle to settle the account by returning the excess funds to the *Rabb al-Māl*.

Accordingly, in the event of section 6.3.7 being a consideration, the Council advises all relatable parties to revert to their knowledgeable and responsible Islamic scholars to discuss its implementation in light of its addendum.

8.2 In the event of the Muḍārabah taking place in the form of a *Muḍārib* passing on the capital or a portion of it to another *Muḍārib* **with the express permission of the *Rabb al-Māl***, the resulting profits will be shared between all parties as per the profit-sharing mechanism and ratios agreed to upon permission being granted by the *Rabb al-Māl* towards the amendment of the original *Muḍārabah* agreement.

8.3 In the event of the Muḍārabah taking place in the form of a *Muḍārib* passing on the capital or a portion of it to another *Muḍārib* **without the express permission of the *Rabb al-Māl***, then all parties should revert to the process of arbitration to reach settlement, or judicial process (*Qaḍā*) in order for a fair resolution in relation to the profit-sharing mechanism and ratios to be achieved.<sup>9</sup>

8.4 In the event of the scenario set in 8.3 being realised, any losses to the capital will be guaranteed by the original *Muḍārib* as per the rules of liability due to contractual breaches stated in section (7) of this Standard.

## 9. Intermediaries in the *Muḍārabah* contract and resulting liabilities

9.1 Intermediaries in a *Muḍārabah* contract can be classed from an Islamic Jurisprudence perspective as:

9.1.1 An entity operating generally in the marketplace advertising investment opportunities along with advice/recommendations.<sup>10</sup>

<sup>9</sup> It is noted that during the Council's deliberation process, the presiding panel recognised at least five possible solutions to any contractual impasses due to the scenario of 8.3 shared within Islamic Scholarship, and accordingly supported as a possible solution to be explored during the process of arbitration or *Qaḍā* the view which entitles the *Rabb al-Māl* to half of the profits available from the resulting entrepreneurial efforts of the second *Muḍārib*, in the event of all the capital being handed over to him/her by the original *Muḍārib*. However, In the event of only a portion of the capital being handed over to the second *Muḍārib* by the original *Muḍārib*; The *Rabb al-Māl* will be entitled to the stated share of any of the resulting profits from the entrepreneurial efforts of the first *Muḍārib* as per the mandates of the profit-sharing mechanism and ratios stated in the original *Muḍārabah* contractual agreement and entitled to half of any of the resulting profits from the entrepreneurial efforts of the second *Muḍārib*. In the event of the 50-50 distribution ratio between the *Rabb al-Māl* and the second *Muḍārib* going against the mandates of the profit-sharing mechanism set out in the contractual agreement between the *Rabb al-Māl* and the original *Muḍārib*, the original *Muḍārib* will become liable to cover the amount constituting the difference. And *Allāh* Almighty knows best.

<sup>10</sup> In Islamic Jurisprudence, a contract with this form of Agency is considered similar to (*Ijārah Mushtarakah*).

9.1.2 An entity operating in the capacity of an independent agent, advertising a specific investment opportunity to potential investors (*Rabb al-Māl*), and qualifying to receive a set amount (percentage) from the *Muḍārib* based on an existing memorandum.<sup>11</sup>

9.2. In terms of liability in relations to scenarios 9.1.1 and 9.1.2 the following applies:

9.2.1 In the event of 9.1.1 and 9.1.2, the entity will not be liable to return the capital of the *Muḍārabah* Contract, except in the event of negligence being established on their part, through admission or Judicial Decree (*Qaḍā*).

9.2.1.1 In the event of negligence being established as per 9.2.1; the entity will accordingly become liable, with the extent of the liability being decided through the process of Arbitration (*Sulḥ*) or Judicial Decree (*Qaḍā*).

## 10. Conclusion of the *Muḍārabah* partnership

10.1 The *Muḍārabah* partnership can be concluded in the event of the occurrence of one of the following scenarios:

10.1.1 Upon unilateral termination of the contract by one of the two parties, before the investment of the capital begins.

10.1.2 Upon the agreement to termination of both parties of the contract, after investment of the capital has begun.

10.1.3 Upon the date of dissolution of the partnership being reached as per the mandates of the contract.

10.1.4 Upon the capital being lost, or deemed insignificant in yielding any profit, unless agreed upon otherwise.

10.1.5 Upon the death of the *Muḍārib*, unless if agreed upon otherwise.

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<sup>11</sup> In Islamic Jurisprudence, a contract of this nature is known as (*Ja'alah*).

## 11. Areas of potential conflict in a *Muḍārabah* contract

### 11.1 Facilitation payments (Kickbacks)

11.1.2 It is not permissible for the *Muḍārib* to invest the capital of the *Muḍārabah* contract based on facilitation payments/opportunities as opposed to what constitutes a better opportunity for the *Muḍārabah* partnership, or via opportunities which constitute a bribe.

11.1.3 It is not permissible for the *Muḍārib* to invest the capital of the *Muḍārabah* contract based on facilitation payments/opportunities or via opportunities which do not constitute a bribe but are not considered the best investment opportunity for the *Rabb al-Māl*, without prior express permission from the *Rabb al-Māl*.

11.1.3.1 In the event of permission being granted by the *Rabb al-Māl* as per the scenario stated in 11.1.3, the resulting facilitation payments or opportunities will be shared between the *Muḍārib* and the *Rabb al-Māl* as per the profit-sharing ratio of the *Muḍārabah* contract, due to resulting payments or opportunities being considered as part of the profits of the *Muḍārabah* contract as per Islamic Law.

### 11.2 Conflict of interest

11.2.1 The *Muḍārib* must act in the best interest of the *Rabb al-Māl* at all times and avoid activities which customarily constitute a conflict of interest.

11.2.2 It is the responsibility of the *Muḍārib* to declare any potential relationships or benefits which could entail a conflict of interest.<sup>12</sup>

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<sup>12</sup> An example of this would include the *Muḍārib* investing the Capital in the business of a family member before sufficient clarification is provided to the *Rabb al-Māl* as to the reasoning to do so and receiving express permission from the *Rabb al-Māl* to pursue the intended investment opportunity.

## 12. *Muḍārabah* contractual areas for attention

12.1 It is important for both parties to a *Muḍārabah* partnership to ensure the contractual areas for attention are covered. Some of these contractual areas include:

12.1.1 Defining the remit of *Muḍārib*'s scope of operation (i.e. work, time commitment, authority to take loans, etc) in a manifestly clear manner.

12.2 Clarifying on how further expenses, if any arise, will be covered/provided.

12.3 Defining the wage structure for the *Muḍārib* when performing a role/s outside the scope of the *Muḍārabah* agreement.

12.4 Clarifying the rules of engagement in relation to decision making, such as when it would become necessary for the *Rabb al-Māl* to be engaged and involved.

12.5 Clarity on the extent of the *Muḍārabah* partnership, in the event of the *Muḍārib* having privileged rights in a range of investment opportunities, or the *Muḍārib* owning multiple investable businesses etc.

12.6 Defining the timing upon when profits must be distributed and the *Muḍārabah* partnership dissolved vs reinvestment of the profits as new capital in a renewed *Muḍārabah* partnership.

12.7 In reference to section 6.3.2 It was stated that it is not permissible for a fixed amount of payment/s to be allocated for the *Rabb al-Māl* in the form of a fee or otherwise as part of the profit-sharing mechanism of the *Muḍārabah* contract. However, it is permissible for a defined fee to be stipulated in a separate independent relation to activities completed which are normatively part of the role-description of the *Muḍārib* contract between the two parties in light of actual effort provided by the *Rabb al-Māl* in, or outside, of the scope of the actual investment(s) made as a result of the *Muḍārabah* partnership.

### 13. *Muḍārabah* contractual dispute resolutions

13.1 The Islamic Council of Europe (ICE) offers services in relation to Financial Contractual Disputes in the form of Arbitrations and Judicial Rulings (*Qaḍā*).

13.2 The conditions before (ICE) will act as an Arbitrator or in a Judicial capacity in a financial contractual dispute are as follows:

13.2.1 Absolute consent: Accordingly, each and every partner/investor is required to accept (ICE) as an arbitrator by signing an acceptance individually, or via a representative amongst the partners/investors authorised to act on behalf of the partner/investor.

13.2.2 Free Jurisdiction: Accordingly, the Council will not take on a case if it is being handled by another Islamic court/council, unless the handling court/council releases the case at hand to (ICE) for further review/investigation.

13.2.3 Absolute co-operation: Accordingly (ICE) will not take on a case in the event of necessary documentation, contractual particulars, related information, and/or otherwise kept from either of the related parties to the contractual dispute/impasse.


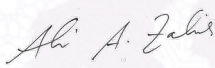
Allāh (ﷻ) knows best.

May Allāh's peace and blessings be upon the Messenger of Allāh and all praise belongs to Allāh.

وصلى الله وسلم على نبينا محمد، والحمد لله رب العالمين

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**Signatories:**

Scholar / Advisor	Designation	Signature	Remarks	Date
Shaykh Dr Haitham al-Haddad	Chair of Committee		-	19 <sup>th</sup> Ramadan 1442 / 1 <sup>st</sup> May 2021
Shaykh Dr Sajid Umar	Standing Committee Member		-	19 <sup>th</sup> Ramadan 1442 / 1 <sup>st</sup> May 2021
Shaykh Fuad Abdo	Standing Committee Member		With the reservation of: 6.3.4 & 6.3.7	19 <sup>th</sup> Ramadan 1442 / 1 <sup>st</sup> May 2021
Shaykh Dr Ali Ahmed	Standing Committee Member		-	19 <sup>th</sup> Ramadan 1442 / 1 <sup>st</sup> May 2021
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