

Quality Standards in Salam Contracts and Their Role in Defining and Regulating the Muslam Fīh: A Jurisprudential Study in Contemporary Islamic Finance

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Abstract

This study examines the role of quality standards in defining and regulating the Muslam Fīh in Salam contracts. Salam occupies a distinctive place in Islamic jurisprudence because it permits a sale in which the Muslam Fīh is delivered at a future date, although the price is paid in advance. This exceptional permissibility serves productive and commercial needs, yet it remains governed by strict Shariah controls intended to remove uncertainty, prevent gharar, and protect the contracting parties from future disputes.

The study argues that quality is not merely a technical description added to the commodity. Rather, it is a juristic instrument that gives the Muslam Fīh a legally sufficient degree of determinacy. By defining the attributes that affect value, utility, and market acceptance, quality standards transform an absent commodity into a clearly described obligation capable of performance and verification.

Using an analytical juristic approach, the study links classical fiqh discussions on price-affecting attributes with contemporary Islamic finance practices, particularly the use of standard specifications, inspection certificates, and institutional quality systems. It concludes that modern quality standards can serve the original objectives of Salam by strengthening contractual certainty, reducing Shariah and operational risks, and enhancing the credibility of Salam as a financing instrument in modern markets.

Keywords: Salam contract; Muslam Fīh; quality standards; Juristic regulation; standard specifications; Islamic finance; Shariah standards, gharar; contemporary financial application.

Introduction

The Salam contract is among the most important exchange contracts recognized by Islamic jurisprudence. It responds to the economic need to finance production before the commodity exists or is ready for delivery. By allowing the buyer to pay the price immediately while the seller undertakes to deliver a described commodity at a future date, Salam provides liquidity to producers and secures future supply for purchasers.

Historically, this contractual form served agriculture, trade, and craft production. In contemporary Islamic finance, its importance has expanded because Islamic financial institutions use Salam and parallel Salam to finance agricultural commodities, standardized industrial products, and raw materials. This expansion has made the accurate definition of the Muslam Fīh more significant than ever.

Islamic law permits Salam as an exception to the general prohibition of selling what is not presently available. For that reason, jurists placed the contract within a precise regulatory

framework. The Muslam Fih must be known by description, determinable by quantity, deliverable at a known term, and capable of being procured at maturity. These conditions are designed to ensure that the deferred subject matter does not become a source of gharar or dispute.

Among these controls, quality standards occupy a central position. It is often insufficient to mention only the genus, species, and quantity of the commodity. Many goods of the same type differ substantially in purity, grade, size, origin, durability, moisture content, or technical performance. These differences affect price and utility and, therefore, directly influence contractual consent and the possibility of fair performance.

The central research question may therefore be formulated as follows: how do quality standards contribute in Islamic jurisprudence, and how can classical juristic principles accommodate the technical standards used in contemporary Islamic finance?

This research is therefore based on a set of central concepts, foremost among which are the Salam contract, the Muslam Fih, quality standards, and the juristic regulation of specifications, in addition to the concepts of standard specifications and contemporary Islamic financial applications. These concepts make it possible to construct a comprehensive framework that links juristic foundations with practical application. The significance of this study lies in highlighting the effectiveness of Shariah regulations in keeping pace with modern developments in financial transactions, thereby ensuring the realization of Shariah objectives, particularly justice, dispute prevention, and the proper regulation of transactions.

1. Quality Standards in Salam Contracts: Juristic Foundations and Doctrinal Approaches

1.1. The Concept of Quality and Its Importance in Salam Contracts

Given the distinctive nature of the Salam contract, which is based on an agreement concerning a specified item to be delivered at a future date, quality emerges as one of the most important criteria affecting the definition and specification of the Muslam Fih. It helps eliminate uncertainty, prevent deception, and avoid disputes between the contracting parties.

The validity of the Salam contract and the stability of its effects depend largely on the clarity of the descriptions that define the Muslam Fih and determine its grade, value, and utility. Jurists have therefore paid particular attention to this aspect. They have stipulated that all characteristics affecting the price and the parties' willingness to contract must be specified in order to ensure contractual justice and protect the rights of both parties. This issue has become increasingly important in contemporary Islamic financial applications, which rely on technical specifications and standard specifications to define and execute the Muslam Fih. Accordingly, examining quality standards in the Salam contract requires clarifying their concept in juristic terminology, explaining the nature and conditions of the Muslam Fih, and highlighting the role of quality in achieving contractual discipline and ensuring the stability of financial transactions. Therefore, this study is based on a set of central concepts, foremost among which are the Salam contract, the Muslam Fih, quality standards, and the juristic regulation of specifications. It also addresses the concepts of standard specifications and contemporary Islamic financial

applications. These concepts make it possible to construct an integrated framework that links juristic foundations with practical application.

The significance of this study lies in highlighting the effectiveness of juristic regulations in keeping pace with modern developments in financial transactions. It also demonstrates their role in achieving Shariah objectives, particularly justice, dispute prevention, and the stability of financial transactions.

1.1.1. Quality in Juristic Terminology

Early jurists did not define “quality” as an independent technical term with a comprehensive definition. Instead, they addressed its meaning through their discussions of attributes that affect prices, values, desirability, and the differences among goods. Linguistically, quality denotes perfection, fine workmanship, and freedom from apparent defects. It is said that a thing is of high quality when it is well made and free from visible defects.¹

In juristic terms, quality may be defined as the set of attributes and characteristics that affect the value and utility of goods, where the presence or degree of such attributes causes differences in demand and price among items of the same genus. This meaning is inferred from the jurists’ treatment of Salam, particularly their requirement that every attribute causing a material difference in value must be specified at the time of contracting.² Jurists therefore linked quality to the notion of an effective attribute. Not every attribute is legally relevant; the legally relevant attribute is the one whose absence or ambiguity may lead to dispute or a clear difference in value. Accordingly, they required the specification of characteristics that ordinarily affect price, such as kind, variety, color, size, origin when relevant to quality, purity, and freedom from defects.³

The rulings of the major Islamic schools of jurisprudence show that quality operates as an implicit criterion in Salam contracts. The Hanafis emphasized the need to specify attributes that remove material ignorance. The Malikis focused on attributes that affect price according to commercial custom. The Shafi’is and Hanbalis provided more detailed requirements in light of the nature of the Muslim Fih and the variation in its benefits.⁴ This approach is also supported by the legal maxim that what is known by custom is equivalent to an express condition. Thus, prevailing commercial custom may serve as a reference for identifying quality grades, provided that it does not produce deception or legally significant ignorance.⁵

1.1.2. The Concept of the Muslim Fih and Its Conditions

The Muslim Fih refers to the subject matter of the Salam contract. It is defined as the property described as an obligation in liability, which the seller (Muslim ilayh) undertakes to deliver to the buyer (Rabb al-Salam) at the specified term in return for an advance price.¹ Jurists have stipulated a number of conditions for the Muslim Fih because the permissibility of Salam departs from the general principle prohibiting the sale of non-existent property. It was therefore necessary to subject the contract to precise juristic controls aimed at preventing gharar and dispute, as follows:

1.1.2.1. The Muslim Fih must be clearly described

Jurists have unanimously agreed that the characteristics of the Muslim Fih must be specified in a manner that eliminates uncertainty likely to give rise to disputes. This requires identifying its genus, type, relevant attributes, and quantity. The purpose of such specification is to provide a degree of certainty that substitutes for physical inspection, since the Muslim Fih constitutes a deferred obligation in the seller's liability rather than a commodity present at the time of contracting.⁶

1.1.2.2. The Muslim Fih must have well-defined characteristics

The Muslim Fih must be capable of precise description so that it can be delivered in conformity with the agreed terms. For this reason, the majority of jurists have prohibited Salam in items whose individual units differ substantially and cannot be accurately determined by description, such as unique pearls, rare gemstones, and similar items.⁷

1.1.2.3. The quantity must be known

The quantity of the Muslim Fih must be specified by measure, weight, number, or length, according to its nature. This is based on the saying of the Prophet (peace be upon him): "Whoever pays in advance for something, let him pay in advance for a specified measure, a specified weight, and a specified term."⁸

1.1.2.4. The delivery must be deferred to a specified term

One of the requirements of the Salam contract is that delivery of the Muslim Fih must be deferred to a known and fixed term. The term is an essential element of the contract; without it, Salam loses its specific legal character. Jurists therefore stipulated that the term must be clearly known and fixed in a manner that eliminates uncertainty and prevents disputes between the parties upon delivery. Accordingly, it is not valid to make the term contingent upon an unknown or unspecified event.

Specifying the term enables the Muslim ilayh to procure and prepare the Muslim Fih in accordance with the agreed specifications. It also assures the Rabb al-Salam of the date on which his right will be fulfilled. Consequently, the absence or uncertainty of the term undermines the nature of the Salam contract and deprives it of the distinctive legal character that distinguishes it from other exchange contracts.⁹

1.1.2.5. The possibility of the Muslim Fih being available at the maturity

The majority of jurists have stipulated that the Muslim Fih must be of a kind that is reasonably expected to exist and be available upon the arrival of the specified delivery date. This condition serves the purpose of the Salam contract and ensures the possibility of fulfilling the obligation arising from it¹⁰. If the Muslim Fih is rare or is normally expected to be unavailable at the time of delivery, performance may become impossible or excessively difficult. This would likely give rise to dispute and cause harm to one of the contracting parties. This condition is also consistent with the juristic principle of preventing gharar and unjustified risk in financial transactions. Contracting for something that may not be available at maturity places the contract in a state of uncertainty. Therefore, requiring that the Muslim Fih be generally available at maturity contributes to contractual stability, strengthens trust between the parties, and ensures that transactions are conducted according to clear and disciplined principles.

These conditions demonstrate that quality is not an element separate from the Muslim Fih. Rather, it constitutes an integral part of the juristic framework governing its specification. Full knowledge of the Muslim Fih can only be achieved through a clear and precise determination of the required quality level and the characteristics that define it.

1.1.3. The Importance of Quality in Achieving Contractual Discipline

Quality assumes particular importance in the Salam contract, since the Muslim Fih is a debt obligation that is not physically present at the time of contracting. Accordingly, defining the required quality standard plays a central role in achieving contractual discipline and safeguarding the rights of the contracting parties, as it ensures the following :

1.1.3.1. Limiting gharar and Uncertainty

Preventing uncertainty is one of the fundamental objectives of Islamic financial transactions. The more precisely quality specifications are defined, the lower the likelihood of uncertainty and dispute between the contracting parties. Thus, specifying the required quality level constitutes a practical means of achieving the Shariah objective of clarity with respect to the Muslim Fih.¹¹

1.1.3.2. Protecting of the contracting parties' rights

Specifying quality ensures that the Rabb al-Salam receives the Muslim Fih in accordance with the agreed specifications. It also protects the Muslim ilayh from excessive claims or arbitrary interpretations of the descriptions after the contract has been concluded. Thus, contractual justice is achieved on the basis of clarity regarding the mutual obligations of both parties.¹²

1.1.3.3. Achieving Stability in Financial Transactions

Quality control helps foster trust between the contracting parties, particularly in contemporary applications of the Salam contract used to finance agricultural and industrial products. The more precise and objective the quality standards are, the more stable contractual performance becomes and the less likely the contract is to give rise to legal or arbitral disputes.¹³

1.1.3.4. Keeping Pace with Contemporary Islamic Financial Applications

Islamic financial institutions increasingly rely on standard specifications and technical quality standards in contemporary Salam contracts, whether these contracts relate to agricultural commodities, industrial products, or raw materials. This reliance represents an extension of the sharia objective of regulating the descriptions of the Muslim Fih and eliminating uncertainty concerning it, while employing modern technical means to achieve that objective.¹⁴

1.1.3.5. Achieving the Objectives of Sharia in Transactions

Regulating quality in the Salam contract is consistent with the objectives of Sharia, particularly the preservation of wealth, the realization of justice, the prevention of disputes, and the establishment of trust in economic transactions. This shows that quality is not merely a technical description of the commodity, but rather a means of achieving contractual certainty, which constitutes the foundation for the integrity of contracts and the stability of financial transactions.¹⁵

1.2. The Standard of Quality in Islamic Jurisprudence

1.2.1. The Jurists' Position on the Requirement of Quality Descriptions in the Musalam fih

Jurists agree that a Salam contract is valid only when the Muslam Fih is known with sufficient certainty to exclude any ignorance likely to give rise to dispute. They addressed this condition by discussing the attributes that affect the value and quality of the commodity. This is because the Muslam Fih is not a tangible item available for physical inspection at the time of contracting; rather, it is a debt obligation. Accordingly, description serves as a substitute for physical inspection in establishing sufficient knowledge of the Muslam Fih of the sale.¹⁶

of Ibn ‘Abbas, may Allah be pleased with him, in which the Prophet (peace and blessings be upon him) said: “Whoever pays money in advance for dates, should pay for a specified measure and a specified weight, for a specified period.”⁽¹⁷⁾. of Ibn ‘Abbas, may Allah be pleased with him, in which the Prophet (peace and blessings be upon him) said: “Whoever pays money in advance for dates, should pay for a specified measure and a specified weight, for a specified period.”

The Hanafis maintain that any attribute whose absence from the description would lead to a clear difference in preference or price must be specified at the time of contracting. This is because the purpose of description in Salam is to eliminate anticipated disputes between the contracting parties.¹⁸. Therefore, they stipulated the specification of genus, type, quality, and quantity, while limiting the descriptions to those that ensure the customary standard of the sold item.

The Maliki school, for its part, paid particular attention to attributes that affect market value. It also regarded commercial custom as an important reference for determining the qualities that must be specified, since the relevant criterion is whether the attribute causes a material difference in price among items of the same kind.¹⁹

The Shafi ‘i school advocated a more detailed specification of attributes whenever they affect demand or vary according to individual preferences, with the aim of eliminating uncertainty to the greatest extent possible. The Hanbali school, by contrast, emphasized the ability to deliver the Muslam Fih in conformity with the agreed description at the due date, without giving rise to any dispute between the contracting parties.²⁰.

By examining these trends, it becomes clear that although jurists differed regarding the level of detail required in the descriptions, they agreed that the quality standard is not an end in itself but rather a means to ensure certainty regarding the Muslam Fih and to guarantee the stability of the contract.

1.2.2. Descriptions Affecting Price and Their Impact on Determining Quality

The quality standard in Islamic jurisprudence is based on attributes that affect the value and price of goods. Price differences within a single category often result from variations in quality, efficiency, and utility. Accordingly, identifying these attributes is a fundamental element in the juristic regulation of the Muslam Fih. Price-affecting attributes vary according to the nature of the goods. They may relate to type, such as differences among varieties of

wheat, dates, or fabrics. They may also relate to grade within the same type, or to color, size, purity, or country of origin where such factors have a noticeable effect on market value.²¹

Jurists have held that attributes whose variation does not result in a material difference in price need not be specified, since requiring their specification would impose unnecessary hardship. By contrast, attributes whose variation produces a noticeable difference in value or utility must be specified.²² s because the relevant criterion is the actual economic impact of the attribute, rather than its mere formal existence.

The importance of these attributes is also evident in their function as an objective standard for determining quality at the time of performance. They make it possible to verify whether the delivered Muslim Fih conforms to the agreed specifications. If a material attribute is omitted, the entitled party may object on the ground that the Muslim Fih has not been delivered as required²³ . In contemporary applications, the scope of these attributes has expanded to include technical standards and specifications adopted in industrial and agricultural production. This development represents a natural extension of the juristic objective of eliminating uncertainty and ensuring discipline in transactions.²⁴

1.2.3. Points of Agreement and Disagreement Among the Jurisprudential Schools Regarding the Quality Standard

A comparison of the fiqh schools reveals a substantial degree of agreement regarding the general principles governing quality standards in Salam contracts. The jurists of the four major schools agreed on the necessity of specifying price-affecting attributes. The purpose of this requirement is to eliminate uncertainty, prevent gharar, and ensure that the Muslim Fih can be delivered in conformity with the agreed specifications.²⁵

Jurists also agreed that attributes whose omission does not lead to dispute or to a material difference in value need not be specified. They further recognized prevailing custom among the contracting parties as a relevant standard for assessing many such attributes, provided that it does not conflict with a legal text or an established juristic rule.²⁶

The points of disagreement relate primarily to the degree of detail required in specifying attributes and to the criteria by which certain attributes are considered relevant or irrelevant. The Hanafis tend to accept descriptions that ensure the practical conformity of the Muslim Fih, whereas the Shafi'is expand the requirement of description whenever an attribute may affect desirability or value. The Maliki school gives greater weight to commercial custom in assessing the necessary qualities, while the Hanbali school focuses on the possibility of delivering the Muslim Fih in conformity with the agreed description at the due date.²⁷

This difference essentially stems from variations in juristic methodologies and in the assessment of the extent to which particular attributes affect the fulfillment of the contract's purpose. It does not arise from disagreement over the principle of requiring quality or the necessity of specifying it. It may therefore be said that the fiqh schools are complementary rather than contradictory in this regard. They all agree that the quality of the Muslim Fih

constitutes one of the most important juristic safeguards for achieving justice and stability in the Salam contract.

2. The Impact of Quality Standards on the Determination of the Muslim Fih and Contemporary Financial Applications

2.1. The Impact of Quality Standards on Regulating Muslim Fih

The permissibility of Salam arose in response to people's economic needs and the requirements of commercial and productive activity. However, Islamic law did not leave this exception unregulated. Rather, it subjected the contract to a set of conditions intended to ensure the achievement of its purpose and to prevent it from becoming a means of gharar or dispute.

Among the most prominent aspects of this juristic regulation is the obligation to describe the Muslim Fih in a manner that eliminates uncertainty and ensures sufficient knowledge of the subject matter at the time of contracting.

In this context, quality standards emerge as one of the most important mechanisms through which the juristic regulation of the Muslim Fih is achieved. Merely specifying the nature, type, or quantity of the commodity is often insufficient to provide the knowledge required under Sharia unless it is accompanied by a statement of its quality and the level of its value- and utility-affecting attributes.

Thus, quality constitutes an essential element in forming a complete understanding of the Muslim Fih and in ensuring the stability of the obligations arising from the Salam contract.

2.1.1. Quality and Its Role in Eliminating Uncertainty

Uncertainty is considered one of the impediments to the validity of financial contracts in Islamic jurisprudence. It creates ambiguity regarding the Muslim Fih or some of its attributes in a manner that may affect mutual consent between the contracting parties.

Jurists have agreed that the knowledge required under Sharia does not mean exhaustive knowledge of every particular of the Muslim Fih. Rather, it refers to sufficient knowledge that enables the contracting parties to understand the Muslim Fih in a way that removes ignorance and eliminates the grounds for dispute.²⁸

Jurists based the prohibition of gharar and ignorance in financial transactions on a number of legal texts that emphasize the necessity of clarity and precision in contracts. Among these texts is the hadith narrated by Abu Hurayrah, may Allah be pleased with him, in which the Messenger of Allah (peace and blessings be upon him) "forbade a transaction determined by throwing stones, and the type which involves some uncertainty"²⁹. This hadith establishes a general principle prohibiting contracts that involve uncertainty or uncontrolled risk where such uncertainty may lead to dispute or to the unlawful consumption of people's wealth.

Jurists also cited the narration of 'Abdullah ibn 'Abbas, may Allah be pleased with them both, concerning the permissibility of Salam. He said: "When the Prophet (peace and blessings be upon him) came to Madinah, they were paying one and two years in advance for fruits, so he said: 'Whoever pays in advance for anything, then it should be for a specified measure, a specified weight and a specified time'³⁰. The hadith, by its implication, indicates the requirement of knowledge regarding the quantity, term, and other relevant characteristics, in order to eliminate uncertainty and deception.

From the Noble Qur'an, scholars cited the verse in which Allah, the Exalted, says: "O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent" [An-Nisa: 29]. This indicates that valid mutual consent requires knowledge of the Muslim Fih and the absence of any ignorance affecting it.

They also cited His words: "O you who have believed, when you contract a debt for a specified term, write it down" [Al-Baqarah: 282]. This verse indicates the permissibility of documenting rights and regulating financial obligations in a manner that eliminates the causes of dispute and disagreement.

They also cited the established jurisprudential principle that "anything that leads to dispute is prohibited by Sharia"³¹, and thus stipulated that the Muslim Fih of the transaction must be described in a manner that removes any significant uncertainty and clearly defines the obligation in the debtor's account.

In this context, the importance of quality standards becomes evident as a means of determining the specific attributes of the Muslim Fih, which may vary according to differences in preferences and prices. For example, wheat may be identical in genus, type, and quantity, yet differ in quality according to purity level, moisture content, grain size, and hardness. Similarly, iron may differ in terms of impurity content, rust resistance, and durability.

These attributes are no less important than quantity or type, as they directly affect the intended benefit of the sale and its economic value. For this reason, jurists elaborated on the attributes that must be specified in the subject matter of the transaction. The Hanafis stipulated the necessity of mentioning every attribute that causes a material difference in value³², The Malikis, by contrast, emphasized the obligation to specify attributes that cause a clear difference in the intended purpose of the contract³³. As for the Shafi'is and Hanbalis, they stipulated that the intended attributes must be mentioned, namely those by which price varies or people's preferences differ.³⁴

An analysis of these statements shows that the essence of classical juristic treatment is grounded in the concept of quality, even if the term itself was not used in its modern sense. The requirement to specify attributes affecting utility and value is, in substance, no different from the contemporary requirement to observe quality standards.

Jurists were not concerned merely with naming the commodity. Rather, their aim was to achieve a degree of clarity that makes the Muslim Fih sufficiently present in the mind, approximating its presence in reality.

This meaning becomes clearer in light of contemporary economic developments, where standards and quality systems have become specialized scientific tools for describing products and services. Modern standards precisely define the technical, chemical, and physical characteristics of products, making them an effective means of achieving the juristic objective of requiring an accurate description of the Muslim Fih.

Accordingly, the adoption of these standards does not constitute a departure from classical juristic principles. Rather, it represents an extension of those principles in a more precise and disciplined form. The clearer the description of the Muslim Fih, the lower the likelihood of

misunderstanding or divergent interpretations between the contracting parties. This ultimately strengthens confidence in transactions and promotes stability in economic activity.

2.1.2. The Impact of Quality on Reducing Gharar and Disputes

If uncertainty represents the cognitive aspect of a contractual defect, gharar represents its practical dimension, reflected in the risks and uncertainty surrounding the fulfillment of contractual obligations. In Islamic jurisprudence, gharar is therefore associated with unlawful risk arising from ambiguity concerning the *Muslam Fih*, its outcome, or the ability to deliver it.³⁵

Islamic jurisprudence permits the Salam contract despite the degree of risk associated with the deferred delivery of the *Muslam Fih*. However, this permissibility is subject to strict conditions that prevent acceptable risk from turning into excessive gharar capable of undermining the stability of the transaction.

Among the most important of these conditions is the precise description of the *Muslam Fih* and the specification of its attributes in a manner that eliminates the causes of dispute upon performance. In this context, quality standards play a crucial role in limiting gharar. Gharar may arise not only from uncertainty regarding the existence of the sold commodity or the ability to deliver it, but also from ambiguity concerning its quality level or from differences in the parties' understanding of the required attributes.

When the parties agree on the delivery of a specific quantity of a commodity without specifying its quality level, the door remains open to multiple interpretations that may lead to disputes at maturity. By contrast, when the contract is linked to a specific quality standard known to both parties, the *Muslam Fih* becomes clearer and the responsibilities of each party are defined more precisely. Thus, the contractual relationship moves from subjective assessment to objective standards that are measurable and verifiable.

Jurists have recognized this reality by emphasizing the necessity of specifying the characteristics that affect price and utility; for omitting them may lead to differences in assessment among people and render the *Muslam Fih* of the contract susceptible to dispute. Therefore, they ruled that any uncertainty that frequently leads to litigation is considered a material uncertainty that invalidates the contract.³⁶

From a practical standpoint, modern quality standards help reduce disputes by providing a neutral technical reference that may be consulted in the event of disagreement. If a dispute arises as to whether the delivered *Muslam Fih* conforms to the agreed specifications, reference may be made to the relevant standard specification or technical inspection report to verify compliance with the predetermined conditions.

This function represents a practical application of an authentic juristic objective, namely the elimination of causes of dispute and the protection of the financial rights of the contracting parties. The impact of quality, therefore, is not limited to reducing disputes. It also extends to strengthening institutional stability in Islamic financial institutions that rely on the Salam contract as one of their financing instruments, since standardized technical criteria contribute to reducing operational, Shariah, and legal risks associated with contract execution.

2.1.3. Quality and Achieving Contractual Stability

The concept of contractual stability is not limited to the validity of the contract at the time of its conclusion. It also extends to ensuring proper performance and regulating the contract's effects in a manner that serves the interests of the contracting parties and prevents disruption in financial relations.

In the Salam contract, this issue assumes particular importance because of the time gap between contracting and performance. The length of the term may lead to changes in economic conditions or to disputes concerning the specifications of the Muslim Fih. Hence, quality standards serve as a tool for preserving the continuity of the contract and achieving legal and juristic certainty regarding the Muslim Fih. Quality standards play an important role in building trust between the contracting parties. The Rabb al-Salam is assured of receiving a commodity that conforms to the agreed specifications, while the Muslim ilayh is assured that his obligation is precisely defined, leaving no room for subsequent interpretations or unexpected claims. In this way, contractual justice is achieved.

The adoption of quality standards also contributes to enhancing the economic efficiency of the Salam contract. It reduces the costs of follow-up, negotiation, and dispute resolution, and provides an objective framework for evaluating performance and compliance. This becomes increasingly important in contemporary financial markets, which are characterized by multiple parties, complex operations, and the expanding scope of international transactions. From the perspective of the objectives of Sharia, quality standards constitute an important means of achieving several legitimate objectives, foremost among which are the preservation of wealth, the prevention of injustice, the realization of contractual consent, and the establishment of trust in economic transactions. Accordingly, the integration of modern quality systems and standards into contemporary Salam applications is not merely a technical development. Rather, it reflects a deep harmony between the objectives of Sharia and the requirements of the modern economic environment.

In light of this, quality standards constitute an important element in the juristic regulation of the Salam contract and in supporting contractual stability. This confirms the flexibility of Islamic jurisprudence and its ability to accommodate modern technical means whenever they serve the objectives of Sharia and remain consistent with the principles of Islamic financial transactions.

2.2. Contemporary Applications of the Quality Standard in Salam Contracts

The Salam contract is no longer confined to its traditional form associated with limited agricultural transactions. Rather, it has become a financing instrument adopted by Islamic financial institutions in the fields of agricultural and industrial production, international trade, and liquidity management.

This expansion has required more precise standards for regulating the specifications of the Muslim Fih. Foremost among these is the quality standard, given its importance in preserving the rights of the contracting parties

2.2.1. Quality in Contemporary Sharia Standards

With the significant growth of the Islamic finance industry, the need has increased to standardize fiqh rulings relating to financial contracts and adapt them to the modern economic

environment. This has prompted Sharia boards and standard-setting bodies to issue detailed standards governing the application of the Salam contract.

The Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) is among the leading bodies in this field. It has dedicated a separate Sharia standard to Salam and parallel Salam contracts, addressing various aspects related to the contract's validity, execution, and legal effects. These standards affirm that specifying quality is a key condition for the validity of the Salam contract. Since the Muslam Fih is a debt described in liability, it cannot be identified or distinguished except through the attributes that define its nature and quality level. Therefore, Sharia standards require the specification of all attributes whose variation leads to differences in value or in the parties' preferences, so that the Muslam Fih is sufficiently known and disputes are prevented upon delivery. It should be noted that contemporary standards have not merely made a general reference to the necessity of description, but have moved to a more detailed level by linking the quality standard to the technical specifications adopted in modern markets. Agricultural commodities such as wheat, dates, cotton, and corn are no longer described merely by type or variety, but are defined according to internationally recognized quality grades, including moisture content, purity, grain size, impurity content, and other physical and chemical characteristics, this represents a natural evolution of the concept of legal description as understood by classical jurists, aimed at eliminating uncertainty and ensuring knowledge of the Muslam Fih of the sale.

Modern Sharia standards also allow international and national standards to be used as objective references for determining quality. Instead of relying solely on traditional or customary descriptions, contracting parties may refer to technical specifications issued by specialized bodies, such as national standardization authorities and international organizations concerned with quality.

This approach reduces the scope of personal discretion in contract execution and provides the contracting parties with a clear standard to rely on in the event of a dispute.³⁷

The importance of this approach is underscored by the fact that contemporary markets deal with complex and diverse commodities that are sometimes difficult to describe using traditional, abstract terms. Islamic financial institutions may finance agricultural, industrial, or mineral products that require precise technical specifications that can only be regulated through globally recognized quality standards. Thus, modern Sharia standards have helped link jurisprudential rulings to contemporary professional practices without compromising the original Sharia objectives.

On the other hand, the adoption of quality standards in Sharia standards is not only intended to ensure the validity of the contract from a jurisprudential standpoint but also plays an important role in risk management. The more precise and clear the quality specifications are, the lower the likelihood of rejecting the goods upon delivery or of one party claiming compensation, which positively impacts the stability of Islamic financial transactions and strengthens confidence in them.

The importance of adopting quality standards in contemporary salam contracts is heightened given the nature of modern markets, which deal with commodities and products

characterized by a high degree of diversity and technical complexity. This often renders traditional general descriptions insufficient to achieve the required precision in the Muslim Fih of the contract, This has necessitated the use of locally and internationally recognized quality systems and standard specifications to regulate the descriptions of the Muslim Fih of the contract in a manner that achieves clarity and eliminates uncertainty, a role that demonstrates the extent to which contemporary Sharia standards contribute to harmonizing established jurisprudential rulings with the requirements of modern professional practices, thereby ensuring the preservation of the Sharia objectives of the contract on the one hand, and enhancing its operational efficiency on the other. Furthermore, the role of quality standards is not limited to meeting the conditions of legal validity, but extends to the field of contractual risk management; as the precision and clarity of the specifications help reduce the likelihood of disputes regarding the conformity of the delivered goods and limit instances of goods rejection or claims for compensation, which positively impacts the stability of Islamic financial transactions and enhances levels of trust and confidence among the contracting parties.

2.2.2. Applications of Salam in Islamic Financial Institutions

Agricultural financing is one of the areas in which the impact of quality standards is most evident. When an Islamic bank enters into a Salam contract with a farmer, it does not purchase a present crop. Rather, it purchases a crop to be produced in the future according to specified standards.

For this reason, the contract usually includes a detailed description of the crop, including its type, variety, commercial grade, size, moisture content, impurity level, degree of ripeness, and other attributes affecting market value .

This precise specification of quality has a number of positive effects; it gives the farmer a clear picture of the product to be produced, and it provides the bank with assurance that the commodity it will receive in the future will be marketable or usable in accordance with the established investment plan, which further helps to reduce potential disputes upon delivery.

The application of the salam also extends to the industrial sector, where some Islamic financial institutions use it to finance standardized industrial production. In this scenario, the bank provides the necessary financing to the factory in exchange for its commitment to deliver a specific quantity of products that meet the agreed-upon quality specifications, the importance of quality standards is heightened here due to the technical nature of industrial products, whose value may vary significantly as a result of minor differences in specifications, performance, or the materials used in manufacturing.

Another important application of the forward contract is in the financing of commodities and raw materials, such as metals and agricultural products intended for export, where financial institutions rely on internationally recognized standards in global markets to facilitate the marketing of products and minimize the risk of non-conformity upon delivery.

In parallel salam, however, the importance of quality standards is amplified, as the financial institution is a party to two separate contracts: the first as the buyer of the commodity from the producer, and the second as the seller of the commodity to a third party. Consequently, any discrepancy in quality standards between the two contracts may expose the institution to

the risk of being unable to fulfill its obligations toward the final buyer, For this reason, Islamic financial institutions strive to ensure full consistency between the specifications outlined in the two contracts, while maintaining the independence of each contract from the other in accordance with Sharia provisions.³⁸

Technological advancements have also contributed to strengthening quality standards within Islamic financial institutions. Banks increasingly rely on digital quality management systems, electronic databases, and modern tracking technologies. They may also engage independent technical bodies to conduct inspections, perform testing, and issue certificates of conformity. These measures help ensure compliance with the agreed specifications and reduce the risks of fraud or breach of contractual terms.

2.2.3. Practical Challenges Related to Quality Determination and Mechanisms for Addressing Them

Although the jurisprudential basis for the quality standard in a salam contract is clear, the practical application of this standard faces a range of challenges imposed by the nature of contemporary markets, the complexity of products, and the multiplicity of parties involved in production and supply processes. Among the most prominent of these challenges is the difficulty of comprehensively describing certain goods in a way that encompasses all characteristics affecting their value; Modern products, particularly industrial and technological ones, may include precise and numerous technical specifications that are difficult to enumerate in detail within the contract. Furthermore, some characteristics may only become apparent after use or specialized inspection, which increases the likelihood of disputes regarding the extent to which the commodity conforms to the required specifications.³⁹

In addition to the challenge of differing quality standards across countries and markets, a good may be classified under a certain quality grade in the producer's country, while being subject to a different standard in the importer's country—a discrepancy that sometimes leads to disputes regarding the interpretation of specifications or the assessment of the product's conformity to them, especially in international contracts. Furthermore, the variable nature of certain agricultural products, which are influenced by various environmental and climatic factors, may affect the final quality level despite the producer's commitment to exercising due diligence, a situation that requires a high degree of precision and flexibility.

To address these challenges, Islamic financial institutions have developed a set of practical mechanisms to help ensure consistency in quality determination. Among the most important of these is reliance on internationally recognized standards, such that these standards become part of the contract and a binding reference for the parties during implementation. Institutions also rely on technical expertise firms and independent bodies specialized in issuing quality certificates and conducting the necessary technical tests prior to delivery.⁴⁰

In addition, modern technology has come to play an effective role in addressing many issues related to quality control, as electronic tracking systems and blockchain records provide a high degree of transparency regarding the stages of production, transportation, and storage, thereby facilitating verification of the integrity of goods and their compliance with agreed-upon specifications.

From a maqasidi perspective, these mechanisms represent an extension of the objectives that Islamic jurisprudence has sought to achieve since the legality of salam was established, namely the elimination of uncertainty and ignorance and the realization of justice between contracting parties, especially since the development in quality control methods does not alter the essence of the Sharia rulings, but rather provides more effective tools to achieve the same objectives in a more complex and advanced economic environment.

Conclusion

The research findings show that quality standards constitute one of the most important forms of juristic regulation adopted by Islamic jurisprudence to ensure discipline in the Salam contract. The requirement to specify attributes affecting value and price is not a mere formal procedure. Rather, it is a fundamental means of defining the *Muslam Fih* in a way that prevents uncertainty likely to give rise to dispute.

The study also shows that jurists, despite their differing schools, generally agreed on the necessity of describing the *Muslam Fih* in a manner that removes ambiguity and provides sufficient knowledge of it. Their disagreement concerned only the degree of detail required for certain attributes, depending on variations in custom, commodities, and time. This indicates that quality standards constitute a flexible juristic framework that preserves the fundamental objectives of the contract while taking practical variables into account.

The findings further reveal a direct relationship between quality standards and the elimination of uncertainty. Precise definition of the qualitative attributes of the *Muslam Fih* reduces the scope of ambiguity affecting contractual consent and positively contributes to the integrity and stability of the contract. The requirement of quality also helps limit *gharar* and potential disputes between the parties, since specifying value-affecting attributes provides an objective standard that may be referred to upon delivery or in the event of disagreement. Thus, the role of quality standards is not limited to describing the *Muslam Fih*; it also extends to establishing contractual security and fostering trust between the contracting parties.

In terms of contemporary applications, the study reveals that modern Sharia standards and Islamic banking practices have clearly incorporated juristic principles relating to quality in Salam contracts. More precise mechanisms have been developed to determine the technical, quantitative, and qualitative specifications of the goods covered by the contract. The study also finds that Islamic financial institutions frequently rely on locally and internationally recognized standards to regulate the specifications of the *Muslam Fih* and minimize execution risks. At the same time, it identifies practical challenges related to differences in quality standards across markets and variations in the technical systems used to evaluate commodities. This calls for greater standardization and coordination among regulatory authorities, Sharia boards, and relevant technical bodies.

The theoretical contribution of this study lies in re-emphasizing quality standards as a key element within the juristic framework of the Salam contract, rather than as a merely subordinate condition of the *Muslam Fih*. The study also links classical juristic foundations with contemporary approaches to contractual risk management by showing that the functions performed by quality standards in Islamic jurisprudence intersect with modern objectives such

as transparency, reduction of uncertainty, and contractual efficiency. It further broadens the understanding of quality standards by demonstrating their capacity to respond to modern economic and technological developments without violating the Sharia regulations governing the contract. Accordingly, the findings support juristic trends that emphasize the importance of price- and value-affecting attributes as tools for achieving the objectives of Sharia, particularly the preservation of wealth, the prevention of disputes, and the establishment of justice in transactions.

From a practical standpoint, the findings have several implications for Islamic financial institutions, Sharia boards, and regulatory bodies. Establishing quality specification standards in Salam contracts helps mitigate operational and legal risks associated with contract execution. Accordingly, Islamic financial institutions should rely on more detailed contractual templates when specifying the technical characteristics of the goods subject to Salam contracts, while using internationally recognized industrial standards and specifications in contract drafting. It is also recommended to strengthen cooperation between Sharia boards and technical experts in order to develop unified procedural guidelines for determining quality across different economic sectors. Regulatory authorities may likewise develop frameworks that support the standardization of quality criteria used in Salam contracts, reduce variations in implementation practices, and enhance confidence in Islamic finance products.

In light of the study's findings, several future research avenues may be proposed. First, future studies may examine the impact of digital transformation and smart technologies on mechanisms for verifying the quality of the Muslam Fih and controlling its specifications in electronic Salam contracts. Second, research may explore the relationship between quality standards and risk management in other Islamic finance instruments, such as Istisna', Murabaha, and structured Tawarruq, in order to identify similarities and differences in the application of description and specification standards. Third, comparative studies may be conducted between Sharia standards and international technical standards in determining the quality of goods subject to contracts and assessing their compatibility with the objectives of Sharia. Fourth, further research may examine the role of smart contracts and blockchain technology in documenting quality specifications and ensuring compliance during implementation.

This study affirms that quality standards constitute a fundamental pillar in regulating the Muslam Fih and achieving the objectives of Sharia in the Salam contract. Their effectiveness is not limited to the theoretical juristic dimension, but extends to enhancing efficiency and stability in contemporary Islamic financial applications. The findings also show that combining rigorous fiqh-based foundations with modern technical mechanisms enables the development of more disciplined and reliable contractual models. This contributes to strengthening the role of the Salam contract as a Sharia-compliant financing instrument capable of responding to the demands of contemporary economic environments while preserving its Sharia foundations and original objectives.

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