

Tradability Of Abstract Rights From The Perspective Of Majallah Al-Ahkam Al-'Adliyahh, The Ottoman Court Manual

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Abstract

We can understand the Islamic perspective on Mal (wealth) earned legitimately through the expression "Qiyam," which has been used for two things, namely wealth and the holy Kaaba. In addition to preserving life, one of the primary objectives of Shariah is the preservation of wealth. The term "Mal" in the Quran refers to all types of physical and abstract wealth. However, abstract rights are legal rights derived from an individual's intellectual activity in various areas of life, including the industrial, scientific, literary, and artistic spheres. The article examines abstract rights, which have become essential assets in modern times and analyzes their acquisition, traceability, and Shari'ah status in the context of the Ottoman law/court manual.

Keywords: Properties, Abstract rights, trademark, copyright, easements, Ottoman law/court manual.

Introduction

The Holy Quran uses the same expression for both the Kaaba and halal wealth, indicating the importance of halal wealth in Islam. According to the Qur'an:

[5:97][جَعَلَ اللَّهُ الْكَعْبَةَ الْيَتِيمَ الْحَرَامَ قِيَامًا لِلنَّاسِ]

Allah has made the Ka'bah the sacred house, a source of stability for people. (Ibidi)

Some exegetes (Ibidi) interpret this to mean that the stability of the entire world is dependent on the stability of the Ka'bah, in the sense that the entire world will only exist if the Ka'bah exists and is revered and honored.

And almighty has said:

[4:5][وَلَا تُؤْتُوا السُّفَهَاءَ أَمْوَالَكُمُ الَّتِي جَعَلَ اللَّهُ لَكُمْ قِيَامًا]

Do not give the feeble-minded your property that Allah has made a source of stability for you (Ibidi)

That is why, along with the preservation of life, one of Shariah's primary goals is the preservation of property. (al-Shāṭibī, 1428ah/2007)

The article attempts to examine abstract rights, which have become essential assets in modern times, analyzes their acquisition, and assesses the Shari'ah status of their tradability in

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the context of the Ottoman law/court manual. In addition, the article also provides a summary of Majallah al-Ahkam al-Adaliyyah/the Ottoman court manual.

Literature Review

Much has been written about abstract rights in both classical and contemporary legal literature. Even new forms of abstract rights (which have recently emerged as a result of the scientific and technological revolution) have been widely discussed by contemporary scholars in a variety of languages. For example, Sheikh Muhamad Taqi Usmani (Usmani M. T., Articles on contemporary jurisprudence issues, 2003), Compensation of abstract rights in Islamic law for Husam al deen Muhammad (Muhammad, 23/1/2018), Obtaining the rights in Islamic jurisprudence by Umar bin Sharif Al-Salami (Al-Salami, 1997) The sale of rights and benefits in Islamic jurisprudence (Al-azami, 1997) Inheritance of rights in Islamic jurisprudence (Al-Saeedi) Netting on the Rights, Obligations, and its Contemporary Applications. (Mazin, 2019) sale of disputed rights (Al-Azami, 1990) Intellectual Property Rights in Islam: A Perspective, Author's Copyright: An Islamic Perspective, for Muhammad Amanullah includes many fatwas and resolution from different Fiqhi academies, (Muhammad Amanullah, 2022) are Noteworthy.

However, the novelty of this study is that it analyzes different types of abstract rights in the light of the Ottoman Court Manual. Furthermore, along with Hanafi school, the jurisprudential views of authentic jurists from different schools of thought have been considered.

Summary of Majallah Al-Ahkam al-Adaliyyah

Majallah al-Ahkam al-Adaliyyah was the civil code of the Ottoman Empire in the late 19th and early 20th centuries. It was the earliest endeavor to organize a part of the Islamic law of the Ottoman empire. The Majallah was prepared by a council of well-versed scholars chaired by Ahmet Cevdet Pasha, published in sixteen volumes (containing 1,851 articles) from 1869 to 1876, and went into effect in the year 1877. The history of the compilation of this court manual goes back to the post-era of the Crimean War, fought by the Ottomans and their allies against the Russian empire from 1853 to February 1856. As a result, a considerable number of Muslim war survivors were left in the Russian-controlled territory. This caused concern in the Ottoman Caliphate, so they officially expressed their concern regarding the rights of Muslim war survivors. Addressing the Orthodox Church in Moscow, the Ottomans asked while living in non-Muslim territory, which law will be applied to the Muslim war survivors to deal with their personal, family, and commercial disputes? This query prompted Russians to respond in kind regarding the Christians inhabiting the Ottoman lands. Sultan Abdul Majid appointed a council of Hanafi jurists to compile a court manual - based primarily on Hanafi views but also considering the views of other jurists - that enjoyed official status in the Empire and was written on the pattern of European code. Consequently, an unprecedented work "Majallah al-Ahkam al-Adaliyyah/ Legal Code of Islamic Civil Transactions was compiled. (A committee composed of several scholars and jurists in the Ottoman Caliphate (Haweni, 1431).

In addition to Islamic jurisprudential codification, another law was carried out regarding the judiciary and civil law of all religions and schools of thought in the Ottoman Empire. (Caliphate, (1980).)

The present book is a set of legislation consisting of sixteen books, as follows

Book 1: Sale (Al-Buyu')

Book 2: Hire (Al-Ijarah)

Book 3: Guarantee (Al-kafalah)

Book 4: Transfer of Debt (Al-hawala)

Book 5: mortgage (Al-raham)

Book 6: Trust and trusteeship (Al-Amanat)

- Book 7: Gift (Al-hibah)
- Book 8: Extortion and Destructions
- Book 9: Interdiction, Constraint and Pre-emption (Al-hajr, izin ve Al-shuf'ah)
- Book 10: Joint Ownership (Al-sharikat)
- Book 11: Agency (Al-wakalah)
- Book 12: Settlement and Release (Al-sulh ve Al-ibra)
- Book 13: Admissions (Al-iqrar)
- Book 14: Rights of legal claims (Haqq ul dawa)
- Book 15: Evidence and Administration of an Oath (Al-shahadat ve al tahleef)
- Book 16: Administration of Justice by the Courts (Al-Qada)

Commentaries of Majallah

Numerous commentaries and interpretations of the Quran have been composed in numerous languages. Examples include:

1. The commentary of Mufti of Homs, Khalid bin Muhammad Atasi (father of former Syrian King Hashim Atasi), which is currently published in five volumes from Dar Al-Kitab Al-Umayya, Beirut.
2. The Commentary of former Lebanese Justice Saleem Rustam Baz (in two volumes, published by Dar Al-Thaqafa, Beirut.
3. Islamic legal Maxims by Dr Mustafa Zarqa (Zarqa has written great scholarly commentaries on its Qawaid.
4. Explanation of Sheikh Saeed Murad Al-Ghazi
5. The Commentary Professor Saeed Mahasini
6. But Al-Atassi's commentary remained the broadest and richest explanation.

The Majallah After the dissolution of Caliphate

After the dissolution of the Ottoman Empire, the Majallah Al-Ahkam Al-'Adliyahh Al-Ahkam Al-'Adliyah remained influential in the majority of the empire's successor states. The Majallah's importance persisted in most places since it was effective, coherent, and difficult to dislodge. It remained in effect in the following states:

- Turkey until 1926
- Albania until 1928
- Lebanon until 1932
- Syria until 1949
- Iraq until 1953
- Cyprus until the 1960.

The British Mandate for Palestine and, later, **Israel** formally until 1984. (Guberman, 2000)

The Majallah Al-Ahkam Al-'Adliyahh Al-Ahkam Al-'Adliyah also remains the basis of civil law in Jordan and Kuwait.

Then the military governments replaced the Majallah Al-Ahkam Al-'Adliyahh western civil and commercial law.

Is Majallah Al-Ahkam Aladliya, a viable law?

A question that is widely being raised is whether Majallah Al-Ahkam Aladliyyah can be a viable law for this modern age?

In fact, this question directly aims at the viability of Islamic jurisprudence rather than being concerned about the Majallah Al-Ahkam Aladliyyah as Majallah is a codified shape of Islamic law.

The answer is yes and absolutely because Islamic jurisprudence is the divinely guided law that has enjoyed an official status in the world's greatest empire from its very inception to

the first quarter of the 20th century (i.e. the Umayyads, the Abbasids, the Mamluks, and the Ottomans, in addition to the time of the Prophet and his blessed Khulafa-e-Rashideen, may Allah be pleased with them).

In the 21st century, when different nation-states emerged, Shari'ah law again obtained its position and became the supreme constitution of many countries. So, the Shari'ah law carries two privileges simultaneously, i.e., divine guidance and the human experience of 14 centuries which testifies that the Shari'ah law is always effective, coherent, and indispensable. And this is what makes western scholars recognize Islamic Jurisprudence as a global source for legislation and law in a good number of international conferences since 1932, here are some examples:

- 1- International Comparative Law conference in Hague, 1932A.D.
- 2- The conference of Hague, 1937 A.D.
- 3- International Comparative Law conference Hague, 1938 A.D.
- 4- The International Conference, Washington.1945 A.D
- 5- The International Conference, held in the Department of Law of the International Academy for Comparative Laws, 1951, Paris, to discuss Islamic jurisprudence under the name of Islamic jurisprudence Week, supervised by Dr Professor Miliot, Professor of Islamic Legislation at the University of Paris.)Al-Sanhoury, 2007(

During the discussion, one of the participants of the conference, and the former president of the bar council, in Paris, said: I do not know how to reconcile what was being told us about the rigidity of Islamic jurisprudence and its inefficiency to cope with a legislative basis that meets the needs of the modern and developed society, and between what we hear now in the lectures and their discussion, which is broadcast otherwise completely with clear proofs of textual evidence and principles.

The first decision: adopted by the Comparative law Conference held in The Hague in August 1937, and it contains three principles:

1. Considering Islamic law as a source of general legislation
2. Jurisprudence is alive and developing.
3. It is permanent legislation that is not taken from others

At the conclusion of the two other conferences, (1948 and 1952) the conferees unanimously drafted this report.

Based on the discussions presented during the Islamic Fiqh Week, it is deduced that

1. That the principles of Islamic jurisprudence have great value and it is an indispensable system.
2. And that the difference in the jurisprudential schools of thought in this great legal group implies a wealth of concepts and information, and from the legal principles they are admired. Islamic jurisprudence can respond to all the demands of modern life and reconcile its needs.

In recognition of the flexibility and wealth of Islamic legislation, the International Bar Association should adopt a comparative study of this legislation and encourage it. (Al-Sanhuri, 1953)

In addition, the Majallah remained prevailing in some non-Muslim countries, such as present-day Israel until 1984 when Majallah was rescinded by Israeli special law. Although it has been replaced by Israeli law, a few articles still persist like Articles 80-82 of the Ottoman Civil Procedure Law (1879) that are still a part of Israel's evidence law. (Michal Tamir, August 2006)

And the famous writer Marshall Hutson wrote:

Muslims established in 16th century an economic system and civilization that anybody would come from out of this world he has no choice except Islam due to its excellence in trade, finance, and agriculture. (Hodgson, 15, 1977)

These are just the tip of the iceberg otherwise; a lot has been written in this regard.

Abstract Rights and their Types

The Abstract Rights Protection Act gives an individual the right to protect his/her invention, to dispose of it, and nobody would be allowed to use the invention without their permission.

According to the World Intellectual Property Organization (WIPO) (United Nations, 1967), intellectual property refers to the creations of the mind: inventions, literary and artistic works and symbols, names, symbols, and designs used in trade (WIPO 1967).

The Shari'ah standards define abstract rights like: A financial right is the prerogative of a (natural or artificial) person recognized by the Shari'ah to have rights and responsibilities and the legal capacity to enter into transactions. (Shari'ah standards, Accounting and Auditing Organization for Islamic Financial Institutions, 2015)

According to Muhammad Taqi Usmani:

The concept of abstract rights includes that whoever spends his mental labor to invent something is the owner of the fruits of his invention. So, if someone invents a certain instrument, he owns that instrument along with the formula he uses for the first time to invent it. And nobody can grab it without his consent. Similarly, if someone writes a book, he/she has the exclusive right to publish it, and nobody can publish that book without his permission. This right of an author or an inventor is termed as 'intellectual property'. (Usmani M. T., Copyright in Islam , 2012)

Types of Abstract Rights

Broadly, abstract rights are divided into two categories as follows:

1. Shari'ah rights, - الحقوق الشرعية - The rights that have been bestowed only by the Shari'ah law; if there were no Shari'ah law, these rights would have not been given to anyone.
2. Customary rights, الحقوق العرفية, the rights that have been determined by the custom and endorsed by the Shari'ah.

Each of these two types is further divided into two types:

1. Necessary rights (الحقوق الشرعية الضرورية)

These types of rights are not the actual rights that have been granted to anyone innately, as they lead to intervening in others' rights, but to avoid the inconvenience and disturbance.

2. Innate/ Natural rights: The rights that have been innately granted by the Shari'ah to every human being. So, he/ she has absolute and unconditional authority over them. (Usmani M. T., Article on contemporary jurisprudence issues, 2013)

The Shari'ah innate rights, definition & types: (الحقوق الشرعية الأصلية)

The Rights that have been vested in every human being regardless of nationality, sex, national or ethnic origin, color, religion, language, or any other status. And the humans have an absolute and unconditional authority over them.

These rights are of three types:

A. Rights of usufruct of tangible assets.

Rights of usufruct of tangible assets, such as the right of habitation, irrigation rights, watercourse rights, drainage rights, (حق التسييل), and rights of passage (حق المرور) and so on.

B. Right of priority, حق الأسبقية –

Rights that are obtained by taking free property, like res nullius (Mal Al-Mubah) (refers to things belonging to no one).

C. Right of contract

It refers to the right to create or maintain a contract, such as the right to lease land, house, or store, or the right to remain in one of the Waqf functions.

How Are they Exercised and transferred?

These rights can be Exercised and transferred in two ways:

- A. Transferring them by an exchange contract.
- B. Withdrawing from the competition.

In the second case, but mere waiver of a party of a right by no means makes the second party the owner.

So, the first type of right can be transferred to second party by any exchange and contributory contract, for e.g., the right of habitation is transferable by leasing the house or granting the usufruct.

Imam Qarafi wrote:

The ownership of a tangible asset can be transferred either by an exchange contract such as sell or lending. (Qard) or voluntarily, like Hiba (gift) contract, Wasiyya (will), the waqf (endowment), donations and charity.

And in the ownership of an intangible asset, like usufruct of an asset could be transferred by Al-Musaqah (A contract between the owner of an orchard or its usufruct and a worker (irrigator) agreeing to share the produce according to specific ratios stipulated at the time of contract.) , Leasing, sharecropping, Qirad contract and a Ju'al'ah contract (is a contract in which one of the parties (the Ja'il) offers specified compensation (the Ju'l) to anyone (the 'Amil) who will achieve a determined result in a known or unknown period.) Also, the ownership of a property can be transferred without a compensation.

There are also different ways to renounce the ownership with and without a compensation.... But mere waiver of a party of a right by no mean makes the other party the owner. (Al-Qarafi, 2001)

B. Necessary rights (الحقوق الشرعية الضرورية)

The rights that are given only to protect oneself against a potential inconvenience and disturbance like:

1. Preemption rights. حق الشفعة ("The right of shufaa or pre-emption is a right which the owner of an immovable property possesses to acquire by purchase another immovable property which has been sold to another person". The foundation of the right of pre-emption is the human desire to avoid the inconvenience and disturbance which is likely to be caused by the introduction of a stranger into the land).
2. Division of overnight stay between co-wives
3. Right guardianship for own child or an orphan
4. Right of divorce when it is delegated to the wife.

In principle, if two or more aptitude people execute a contract with mutual consent, no one else has a right to interfere in their affairs. However, there is a probability to violate the neighbor's or the partner's right in a sharing property. So, to protect the neighbor or the partner from being exposed to a potential inconvenience and disturbance which is likely to be caused by the introduction of a stranger into the land. the Shari'ah has given them (the neighbor/ partner) a right of pre-remission. Similarly, the right to guardianship of a child, etc.

Can these rights be traded?

The answer is negative!

Because the Shari'ah has given these rights (even at others' expense,) to protect him/herself against a potential inconvenience and disturbance, not to make a financial gain. Therefore, selling/relinquishing this right means the absence of such a right would not have an adverse effect on him/her.

For example, if the right of divorce is delegated to a woman to protect herself against her husband's oppression, but if she offers to hand it over back to the husband for a sum of money, it means that there is no hazard of an inconvenience or disturbance. the same is true with pre-emption, etc.

Second categorization of The Shari'ah rights

The Shari'ah rights: These types of rights have also been innately and unconditionally granted to all, but they are not transferable, neither for financial gain nor voluntarily. such as:

1. The right of retribution, (قصاص)
2. The sexual right of the husband (حق الاستمتاع)
3. The right of heirship. (حق الميراث) etc.

Shari'ah ruling.

These rights cannot be traded as per Shari'ah perspective. However, a financial gain can be obtained through reconciliation, provided that the rights should be existing at the time of the settlement, and not be foreseeable in the future like a right of Qisas (means the right of the heirs of a murder victim to demand the execution of the killer.)

And the Takharuj (an agreement under which some heirs assign their shares in the inheritance to other heirs for a certain consideration) contracts in the case of inheritance.

An example of a foreseeable right is offering someone his/her share of inheritance during the life of the legator.

The famous Hanafi jurist writes:

وحاصله أن ثبوت حق الشفعة للشفيع، وحق القسم للزوجة، وكذلك حق الخيار في النكاح للمخيرة إنما هو لدفع الضرر عن الشفيع والمرأة، وما ثبت لذلك لا يصح الصلح عنه. (Al-shami, 2002)

The summary is that the pre-emption right for the shareholder or neighbor, Division of overnight stay right between co-wives as well as the power of choice in marriage, such rights have been granted only to ward off inconvenience and disturbance from the shareholder, neighbor, and women, and what is proven for this purpose does not qualify to be used for financial gain as these rights have been given these rights (even at others' expense,) to avoid the potential inconvenience and disturbance, not to make a financial gain.

Customary Rights (العرفية الحقوق)

Generally, from the perspective of Hanafi school of thought, these rights cannot be traded. However, there is a difference of opinion among Hanafi scholars regarding the right of way-/ Haqqulmurur. According to Al-ziydat (famous book of Imam Muhammad bin Hasan Al-Shaibani) it is transferable, while the narration of kitabul Qisma pronounces otherwise. According to Majallah, the right of way and right of aggregation are tradable if they are attached to the land. The Majallah cites:

“The sale of a right of way, and of a right of taking water and of a right of flow attached to land and of water attached to canals is valid”. (pasha & Et al)

On the contrary according to three schools, Maliki, Shafi'I and Hanbali these rights are tradable.

Why did they differ?

This difference stems out from another disagreement about the definition of Mal, As dealing with the definition of Mal/ 'property', Muslims and western scholars have produced a variety of specific definitions to give clear and accurate picture of what does qualify to be considered " property/ Mal".

A general perception of Hanafi school is that only tangibles things can qualify to be a Mal, while most jurists is the opposite. Especially, in the modern era where electricity and gas are the most valuable assets, it is very difficult to confine the property to only tangibles. That's why the later and some well-versed and bigwigs of Hanafi fraternity- such as Imam Sarakhsi(1009-1090) and Ibn Abidin Shami(1774-1836) are OF the opinion that “Being a ‘Mal’ is based on the customary practice and acceptance of society, so what the people adopt as ‘Mal’ will be considered ‘Mal’”, As they stated:

وإنما تتبني المالية على التمول والمالية تثبت بتمول كافة الناس أو بعضهم.

And the *Majallah al-Ahkam al 'Adliyah* defines al-mal as a thing which is naturally desired by man and can be stored for the time of necessity either moveables or immovables property. (C.R. & Effendi, I.H., 1967)

meant what people consider *Mall Shari'ah* would deal with it as *Mall*

Many scholars, including the famous Hanafi jurist Mustafa Zarqa (1904-199) of the recent past, have also adopted the same stance, and likely it seems to be even more favorable as the Hanafi jurists themselves have dealt with the easement rights, as property and accepted the effect on the value their implications on the value of commercial assets. (Al-Zarqa, 2004)

Right of Renunciation from a Post

Let us suppose:

If someone has a job or occupies a higher position. And legally he/she has the right to continue this job for the rest of his/her life, meanwhile, if someone offers him/her a sum amount to resign, will it be permissible?

The famous Mufti of Ottomans, Abu al-Saud said that renunciation is not a right to be sold, but it can be compensated”

Ibn Abidin wrote:

ورأيت بخط بعض العلماء عن المفتي أبي السعود أنه أفتى بجواز أخذ العوض في حق القرار والتصرف وعدم الرجوع. وبالجملة فالمسألة ظنية، والنظائر المتشابهة للبحث فيها مجال، وإن كان الأظهر فيه ما قلنا، فالأولى ما قاله في البحر من أنه ينبغي الإبراء العام بعد. (Ibn Abdeen, 1412 AH - 1992 AD)

A similar stance is adopted by Shafi'i school, As Imam Ramli wrote:

وأفتى الوالد رحمه الله تعالى بحل النزول عن الوظائف بالمال، أي لأنه من أقسام الجعالة فيستحقه النازل ويسقط حقه. (Al-Ramli)

The father, may God Almighty have mercy on him, issued a fatwa permitting compensation for relinquishing a job, that is, because it is part of the *Ju'ala'* contract, so the worker deserves it and forfeits his right.

According to the famous Hanafi jurist Badr din al ayni, the treaty that took place between Hasan bin Ali and Muavia, may Allah bless both, can be a Shariah foundation for the permissibility of compensation against resigning or renunciation of a position. Al-ayni wrote:

وفيه جواز خلع الخليفة نفسه إذا رأى في ذلك صلاحًا للمسلمين، جواز أخذ المال على ذلك وإعطائه بعد استيفاء شرائطه بأن يكون المنزول له أولى من النازل، وأن يكون المبذول من مال الباذل. (Al-Hanafi, 2005)

key-money” (money for vacating a property).

Another issue that lies under the compensation for renunciation is the "Key-money". According to the resolution of the OIC fiqh academy there are four types of the Key-money as follows:

- The agreement between the owner of the real estate and the lessee at the inception of the contract.
- The agreement between the owner of the real estate and the lessee during the lease period or at the end of it.
- The agreement between the original lessee of the real estate and the new lessee during the lease period or at the end of it.
- The agreement between the new lessee and both the owner and the first lessee, concluded before or after the expiration of the lease

If the owner and the lessee agree that the latter, in addition to the periodic rental, shall pay a lump sum (referred to in some countries as key money), there is no objection in Shariah to such an operation, provided that it is part of the rental for the lease period agreed upon. In the event the contract is terminated, the paid lumpsum shall be treated according to the rules applicable to rent.

If, during the lease period, the owner and the lessee agree that the owner shall pay a given amount to the lessee, against the acceptance by the latter to move from the premises for

the remaining period of the lease This form of key money is permitted by Shariah because it compensates the lessee for waiving his occupancy rights.

However, if the lease expires and the contract is not renewed, either explicitly or implicitly, by virtue of an automatic renewal clause, key money is not allowed, for the simple reason that the owner is entitled more than anyone else recover his property once the lease contract expires.

If, during the lease period, the first lessee and the new lessee agree that the former shall evacuate the premises for the remaining period of his lease contract, against payment of an amount above the periodic rental, key money is permitted by Shariah, provided the terms of the contract concluded between the owner and the first lessee are strictly observed and the laws in force are fully compliant with Shariah.

With respect to long-term leases, unlike short term rental contracts, which are concluded under some laws, the lessee is not permissible to rent the premise to another lessee, nor accept key money, unless authorized by the owner.

However, if the agreement between the first and the new lessee after the expiration of the lease period, key money is not allowed, because the first lessee's right to use the premises has expired."

Rights to intangible assets:

Rights to intangible assets are including rights to trade name, trading addresses, trademarks, commercial licenses; intellectual property, technical trademarks, and industrial know-how, patents, and copyrights. (Accounting and Auditing Organization for Islamic Financial Institutions, Manama,)

As we stated earlier all these rights qualify to be property / Mal, hence they will be subject to all Shari'ah rulings.

Conclusions and Recommendations

1. Majella al-Ahkam al-Adliyyah is a codified version of Shari'ah law, which even though primarily premised on Hanafi jurisprudential interpretation of Shari'ah. However, the opinions of other schools have also been taken into consideration. Therefore, it is not right to limit its applicability to a specific period or geo-location. Rather, it is just as applicable in the modern age as it was in the past.
2. The difference of opinion regarding intellectual property, whether is it tradable or not stems from the definition and characterization of the property. the early Hanafi jurists characterized property as any physical and tangible thing which is naturally desired by mankind and can be stored for the time of necessity either moveable or immovable. On the other hand, according to the majority of Islamic jurists the property is something of value and if a person damages it, he will be liable to pay compensation. But as has been discussed earlier, many bigwigs of the Hanafi school, have characterized the property as the Majority (Jumhur) of jurists did. In addition, in the modern age, certain intangible things have become very valuable. such as electricity and gas. Consequently, abstract rights, like intellectual rights, trademarks, business licenses, and patents are tradable properties and are as subject to all rules and regulations as other physical and tangible ones.
3. Anyone who invents a tool, writes a book, or creates another video, audio, software, or trademark, owns not only the tool but also the formula. And it is not permissible to use it without its permission.

و صلى الله تعالى على خير خلقه محمد و آله و صحبه أجمعين

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