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A Comparative Study of Islamic Contracts and Islamic Banking Support Contracts (A Study on Bank Shahr)

Mohammadreza Javid*
Ph.D. Student of Marketing Management, Islamic Azad University, Central Tehran Branch, Tehran, Iran
Mohammadreza Rabeie Mandajin
Assistant Professor, Department of Public Administration, Faculty of Management, Islamic Azad University, Central Tehran Branch, Tehran, Iran

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Abstract: Islam emphasizes all social issues, especially healthy economic relations. What has led to the need to examine and address the issues of contracts in Islam and the contracts of support in Islamic banking, is the existence of various contracts in the society. In this research, it is tried to examine the compatibility of the contracts of support in Islamic banking with the contractual and religious principles recommended in Islam, after defining and clarifying the contracts and principles in the verses of the Holy Quran and explaining its nature. Identifying types of contracts, examining the foundations of legitimacy and clarifying their pillars and effects in support contracts in Islamic banking, and observing all aspects of it in current affairs of the bank have been done. The main question of the present research is to what extent Bank Shahr support contracts comply with the provisions of the recommendations and orders in Islamic contracts. In this regard, five types of contracts used to support Bank Shahr have been investigated in order to comply with the recommended conditions in the Quranic verses of the Holy Quran. The research method in this study is integrated content analysis. The research findings showed that in three types of banking contracts -purchase of items, design, procurement and commissioning of equipment, service and maintenance of equipment-, up to 82% of compliance and in two types of contracts - assignment of interests and the right to exploit land and lease property-, there is up to 91% compliance with Islamic conditions and recommendations for contracting.

Keywords: Contract, Islam, Islamic Banking, Islamic Contractual Terms, Bank Shahr
JEL Classification: N85, D49, G21, G24

* Corresponding author: 1mohammadrezajavid@gmail.com

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1- Introduction

From the day on which people felt the need for social life and were interested in having relationships of their own kind, they invented contracts in accordance with the needs and social status. Although the contracts were simple and low at the beginning, over time, they were developed quantitatively and qualitatively, and as time goes on, their diversity and evolution increased. Islam emerged in a land that lacked a general mechanism for the application of contracts, and its privately-owned mechanisms could not provide sufficient guarantees for the implementation of contracts. This problem was aggravated especially by contracts between individuals from two or more tribes because in such contracts, due to the lack of long-term family relationships and repeated interactions, the motivation for breach of contract was high, which would reduce the possibility of self-reliance on the contract. The establishment of a government in Islam and the establishment of a judiciary system made it possible for public contracts to be made in the realm of Islam. In this way, the most important step was to reduce the cost of contracting in the Arabian Peninsula, which was the birthplace of Islam. However, Islam allowed the use of private mechanisms to enforce the contract subject to the observance of Islamic standards and set its ethical doctrines as the basis for the imposition of contracts (Sharifzadeh, 2011). The Islamic religion does not belong to the age and time and, without insisting on a particular contract, did its goals in the transactions sector in several steps. The mechanisms for contracting in Islam are designed to minimize the cost of contracting according to the time and place constraints.

As we know, even if there is a clear legal system in the society, at first it is impossible to expect all contracts to be properly and fully implemented, since in all societies there are incentives to violate rights and non-compliance with contracts. What made this subject to such an extent, in addition to the novelty of the concept of exchange costs in economics, its central importance is in explaining the economic growth and development of various countries in the past centuries and describing their progress or backwardness. An important part of the studies of Douglas North, a prominent economist of the new institutional school, is focused on this subject. In comparative studies, North has shown that countries that have a well-functioning legal system have been able to surpass their rivals in the past centuries to achieve higher levels of economic growth and per capita income. From his point of view, what is more important than the proper definition of legal rules and regulations is the enforceability of contracts in the community (North, 1998).

What brought us to study in this area is emphasizing the observance of Islamic principles and rules and the use of religious guidelines in Islamic banking contracts. It can be argued that the principles of the system of treating contracts in Islam are the minimization of cost, enforceability, observance of the rights of the parties, and the beneficial effects of both sides of the transaction from the profits of the transaction, what refers as win-win in the west world in these days. The Islamic religion with the same philosophy has described the rules for protecting the general interests of human beings and rationalizing financial relations and for Muslims. In this regard, the present study examines the importance of applying the

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contracts and its various mechanisms in Islam and its degree of compliance with the Islamic Banking Support Contracts.

2- Literature Review

a) Foreign Researches

Obaidullah (1998) in a research entitled "Financial engineering with Islamic principles" argued that Islamic financial engineering, designing, development, application of financial tools and procedures are in accordance with the criteria of Islam. It also has specified the abusive use of some common financial tools.

Hassan (2002) did a research entitled "Contracts in Islamic Law: Principles of Social Justice and Liberalism" in Cairo and argued that Muslim scholars are trying to prove that there is a general theory of law for types of contracts in Islam, arguing that the lack of some laws in Islam relates mainly to unexpected contracts that have not been issued in jurisprudential sources. In Islamic law, there are principles of contract law, and lawyers apply it in the creation, structure and content of the law.

Injadat (2014) did a research entitled "The Future of Future and Future Contracts in the View of Islamic Law" in Malaysia. In this study, future contracts that derive from core contracts and offer many benefits, such as risk management and speculation, are considered to be diverse and unconventional in terms of Islamic experts. This article compares the views of those who regard the future as unacceptable and prohibit the contracts and who treat future contracts as acceptable and consistent with Islamic law. A future contract is an agreement between two parties for the purchase and sale of an asset at a specified time at a specified price, in which there is no need for the parties to know each other, only to be sure that the contract is valid. The study seeks to clarify, in accordance with Islamic law, the future and contract conventions, and a clearer picture of the legitimacy of these contracts in order to determine whether the use of futures and contracts is allowed or prohibited. This study is based on descriptive inductive and descriptive research, reviewing existing literature, previous literature, ideas of future contracts, and past contracts from the point of view of Islamic law. Concurrent and future contracts are reviewed in terms of balancing and comparing them with Islamic law standards, and based on each of the parties and the commitment of the parties to provide scientific evidence have been argued. The conclusion of this study shows that the current use of futures and contracts in financial markets is illegal and prohibited contracts are considered. Future contracts and contracts include some of the prohibited elements in Islamic law, such as gambling and lucre, which is still within the scope of debate among Muslim scholars. However, the availability of some of the terms and conditions that could exclude prohibited elements in these contracts may make them compatible with Islamic law.

b) Iranian Researches

Botshekan (1998) in his Ph.D. thesis entitled "Understanding Future Delivery Contracts and Optional Transactions and Providing a Model for Setting up Their Market in Iran" primarily explained the nature and mechanism of dealing in securities and futures contracts, and then investigated their similarities and differences with similar Islamic contracts. In this paper, the methodology of the transaction, the manner in which transactions, the types of transaction options, the objectives

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of concluding a transaction contract, transaction fees, and delivery strategies in future futures contracts are studied in the stock exchange. The research methodology is a library and documents review. The results of the studies showed that the supply of securities in the form of financial rights with the holy shrines also contradicts the fact that the investor keeps the price fluctuations, contributes to the transparency of the market and places the funds in the correct flow of production, and at the macro level to allocate resources will be optimized. The creation of a secondary market for such contracts has many rational interests and will lead to the discovery of the real price of commodities and securities, and one of the problems in Tehran stock exchange, which is the lack of securities, will be resolved; therefore, the best solution is the bargaining power of the transaction to be considered as a financial right. As with the right to purchase ordinary shares or the right to use export licenses currently traded on the Tehran Stock Exchange, there is no conflict with the holy Islamic law, but the precondition for the issuance of these securities is the existence of an efficient capital market at least at a weak level.

Mashhadizadeh (2016) did a research entitled "Legal-Jurisprudential Review of Futures Contracts in the Energy Stock." The subject of this study is whether the futures trading in future energy bonds with the holy shrines are not in conflict. In this study, the nature and mechanism of future contract deals are described and then jurisprudential problems are investigated. From the results of this realization, the answer to the doubts of these transactions, such as executory sale – a buy-sell with the goods and consideration thereof to be exchanged at a future date; a sale/ purchase in which both the price for the commodity and the commodity itself are to be exchanged between buyer and seller at a future time- and aleatory contract. Moreover, the results of this study showed that the objections to the future contract are not entered and in the answer to the ambiguity can be stated; the future contract is not an example of the executory sale transaction and according to the mechanism, the future contract on the exchange intends to surrender, but in some cases, the holder of the contract will give it before the maturity date. The supply of such securities is also in conflict with religion the fact that the investor keeps the price fluctuations, contributes to market transparency and contributes to the correct flow of production, and at the macro level will lead to an optimal allocation of resources.

Vosooghi et al., (2014) in a research entitled "comparative analysis of the opinions of Muslim scholars in Islamic finance engineering" argued that Islamic finance engineering in designing tools, in addition to considering maximum efficiency, regards the principle of publicity to adapt tools to Islamic law, which is one of the most important tools designed and highly accepted by Muslim investors with SOKUK and its types. It was also concluded that, according to the jurisprudents' viewpoint, the bargaining power can be used in the form of financial entitlement, and used the futures contract in the form of a peace agreement and a swap agreement as a means of compensating for the devaluation of the currency. In this case, it is not only a matter of conflict with Shariah, but it also prevents stagnation of capital and protects investors against the risk of price changes.

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3- Theoretical Background

The theoretical foundations of this research are the basis and principles of Islamic economic contracts, which God has stated in the verse of "debt" and one of the reasons is the difference in society and the reduction of the work of the judiciary. Verse 282 of the chapter of Baqara is one hundred verses which have a special name (verse of debt), and as the longest verse of the Qur'an, the importance of the case of arranging contracts is shown. This verse is in the second part of the commentary interpretation of the commentary and 19 strict orders are extracted from it (MakaremShirazi, 2001).

"O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write and let the one who has the obligation dictate. And let him fear Allah, his Lord, and not leave anything out of it. But if the one who has the obligation is of limited understanding or weak or unable to dictate himself, then let his guardian dictate in justice. And bring to witness two witnesses from among your men. And if there are not two men [available], then a man and two women from those whom you accept as witnesses - so that if one of the women errs, then the other can remind her. And let not the witnesses refuse when they are called upon. And do not be [too] weary to write it, whether it is small or large, for its [specified] term. That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt between you, except when it is an immediate transaction which you conduct among yourselves. For [then] there is no blame upon you if you do not write it. And take witnesses when you conclude a contract. Let no scribe be harmed or any witness. For if you do so, indeed, it is [grave] disobedience in you. And fear Allah. And Allah teaches you. And Allah knows of all things."

In this verse, nineteen important commands about financial transactions are as follows:

1. In the first sentence, he says "O you who believe! When you find a debt for a long time (for lending or trading), write it down. Meanwhile, from this interpretation, both the issue of loan and loan permissibility is clarified, as well as the determination of the term for loans.

It is noteworthy that in this verse the word of "debt" is used not to borrow, since borrowing is used only in the exchange of two things that are used like each other, as if they borrowed something that would return to it later, but the debt includes any liability, whether through borrowing or other transactions, such as rent and peace, and the sale and purchase of which one of the parties takes up something. According to this verse, the discussion involves the public debt that exists in transactions, such as credit purchase. While it also includes a loan, and some of which are considered for sale as a predecessor, it is completely unreasonable, although the deserved status of that sale may be desirable.

2. Then he added that he should write a writer on justice (a document of debt) in order to gain more certainty and the contract to stay safe from the possible interventions of the parties.

Therefore, the contract must be set up by a third party and that person is fair. Although the appearance of this sentence and the preceding sentence is that the writing of such contracts is obligatory

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because it implies, and therefore some Sunni jurisprudents consider it obligatory, but they are famous among the elders of the Shiite and Sunni scholars for other reasons, it is the cause. (Alternatively, it is a guiding element for the prevention of conflict).

3. It is also noteworthy that justice in this passage is a descriptive one for writing, but it turns out that the author must be righteous in order to make his writing about justice.

4. One who has the power to write should not avoid writing, and should write as God taught him.

That is to say, in return for this gift that God has given him, he should not avoid writing contract, but should help the parties to the deal in this important, especially in environments such as the revelation of the verse that low literate individuals.

The verse of "As God taught him", according to the above interpretation, is for further emphasis and encouragement, but it is possible to refer to another sentence, and that observance is ultimately trusted in writing, that is, as God has taught him, to regulate the document precisely.

Does accepting an invitation to set up documents have an objective purpose? Absolutely not, because it is done by some people from other people, therefore some jurisprudents have ruled on its necessity, but many have said that this is also a must-have and a kind of co-operative, (Help in doing good). Among the future versions of this verse may well be some evidence of reasoning, but anyway, as far as the system of the Islamic society is concerned, this work is obligatory and it is recommended above it.

Can the author receive a payment? In addition, who is responsible for paying cost of writing? Perhaps some people have thought that all of them are under the control of the Chamber and do not have the right to pay, but this is not the correct saying. Because it is not a problem to be paid for these kinds of obligations, and the expenses are attributed to someone who is doing his job.

5. And he who has the right to do so must spell it.

6. And let him fear Allah, his Lord, and not leave anything out of it

7. But if the one who has the obligation is of limited understanding or weak or unable to dictate himself, then let his guardian dictate in justice

So, in the case of these three groups, they should duplicate: individuals who cannot discriminate against their own interests and manage their financial affairs (though they are not crazy); those who are intellectually weak, or like children and grandchildren, or crazy people, and dumb people, or those who cannot spell it, are implicitly used, even though they are not obscure.

8. He must also respect the justice of the people who are under his authority, not to say anything more than their right, and not to take them to the detriment of them.

9. Then he adds: "In addition, take two witnesses."

10 & 11 These two witnesses must be your men that is, both adults and Muslims.

12. And if they are not two men, it is enough to testify to a man and two women

13. From those who are trustworthy. In this regard, the issue of fairness and trust and confidence of witness is used, which is widely mentioned in Islamic narratives. Meanwhile, some have used the interpretations that witnesses should

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not be accused (such as those in which litigation has certain interests).

14. If the witnesses consist of two men, each one can testify independently, but if they are a man and two women, then the two women must testify to each other, if one deviates, another remembers her because women may be affected by strong emotions and may not go the right way when they testify for forgetfulness or otherwise, it reminds one another, of course, this is a possibility for men too, but in lower limit and it is less.

15. One of the other provisions of this chapter is that whenever they invite witness, they will not refrain from it.

Therefore, bearing the testimony is obligatory when invited to do so. It is also likely that accepting an invitation to tolerate witness (seeing an event) is necessary both for giving testimony.

16. The debt is low or too much, it should be written, because the health of the economic relations that is sought by Islam requires that the documents in the small debt contracts should not be shortened; therefore, in the following sentence, he says, "do not bother with writing (small debt) that has a long time."

Then he adds, "That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt between you, except when it is an immediate transaction which you conduct among yourselves."

In fact, this verse refers to the philosophy of the above-mentioned decrees on the writing of transactional documents, and states that documentation and accuracy on the one hand ensure the implementation of justice and, on the other hand, strengthen and assure witnesses while giving testimony and on the third, it prevents pessimism among people. This statement clearly shows that the documents can be considered as evidence by judges, although, unfortunately, a number of jurists have not paid much attention to it.

17. Then, one exception to this sentence is, and states unless the transaction is a cash deal (gender and price) among you, then it is not a sin to you to write it. Meanwhile, the term (no problem) is used in the case of a cash transaction as well if a document is set up, because in some cash transactions, there are also conflicts in the issue of dealing with the transaction value and the amount of it, or issues that arise if the document is in the middle to end them.

18. In a cash transaction, although it is not necessary to set up the document and write it, it is better to have witness since it avoids the possible controversies of the future, and so says have witness when you buy and sell (cash).

There is also the possibility that it is to be witnessed in all transactions, whether it is cash or credit buy; however, Shi'a and Sunni jurisprudents, except a small group, regard this order as a forceful act, not a necessity. There is also evidence in this verse. Obviously, it does not include very small daily deals (like buying bread and food, and so on).

19. In the last sentence stated in this verse, he says, "No one should be hurt by the writer of the document and the witness (for the sake of righteousness and justice)" if so, you will come out of God's command.

In this way, the Qur'an gives immunity and security to the guardians and witnesses and urgently calls on the people not to cause the perpetrators of these acts to be righteous and justice (Makarem Shirazi, 2001).

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4- Research Method

In this study, research method is content analysis; a composite content analysis (qualitative and quantitative). Content analysis is one of the most important ways in which documents can be viewed and documents, and indeed any kind of document, whether it relates to the past, whether it relates to the present, are evaluated systematically, accurately and, most importantly, with higher degrees of reliability. In this method, you can analyze the content of documents, contracts, documents, etc. at a higher level of observation. The content analysis method is used in cases where the researcher's access is limited to documents. In fact, content analysis is a method for studying and analyzing communications in a systematic, objective, and quantitative manner with the goal of measuring variables (quantitative research indicators) and analyzing them.

In this research, the method of analysis is combined with a combination of qualitative and quantitative approach that leads to a deeper understanding. The content analysis process is:

1. Determine overt and convert content
2. Determine the unit of analysis
3. Meaning unit
4. The existence of the relationship of meanings
5. Simplification
6. Indexing
7. Coding and Create categories

In this study, verse 282 of Baqara Sura (*Debt Verse*), which highlights the importance of the Constitutional Concept, is intended as the content of the indicators of value and Islamic principles and the source of the review for creating categories and content analysis. Examples are five major types of Islamic banking support contracts that have been reviewed and monitored through the management of support units. After determining the categories, the extent of these recommendations in the types of contracts studied is considered. After indexing and coding, SPSS software has been used to examine and calculate the number of recommendations and compare the types of contracts in terms of the frequency of having the recommendations, as well as the hypothesis verification and Chi-square test. Chi-square test is a non-parametric test that is based on variable frequency in statistical population.

5- Results

Following the content analysis of the mentioned verse, the creation of the category and the explanation of the indices in this verse revealed that the 19 pillars of the recommendations and directives in the regulation of contracts were mentioned. The pillars and commands in this verse are:

1. Setting up contracts
2. Maintaining justice in writing the contract
3. Writing the contract by a third party
4. Honesty by scribes contract
5. Writing the contract and the first signature by the person who is entitled to the signature (original signature is the debtor's signature)
6. Debt piety
7. Signature of Islamic legal guardian – "Wali"- if the debtor does not have a signature
8. Observance of justice by someone who is right
9. Two witnesses
10. Adult and Muslim witnesses
11. Male witness

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12. The condition of witnesses; two men and one woman

13. Just, trustworthy and reliable witnesses

14. The condition of witnesses; one man and two women

15. Non-avoidance of witness to testify

16. Write all the debts, whether low or high

17. Exemption of cash transactions from writing

18. The existence of witness in cash and credit trade

19. Security and immunity of scribes and witnesses

The five types of contracts used in Islamic banking support that have been investigated in this research are:

- Type 1: buying items
- Type 2: design, procurement, implementation and system startup
- Type 3: Transfer of interests and the right to exploit land plots
- Type 4: Rental Property
- Type 5: Service and maintenance services

Question 1: To What Extent Are the Islamic Banking Support Contracts Compatible with the Terms of the Recommendation and Order of Islamic Contracts?

To answer this question, all material and subject matter of the contracts are examined and their compliance with the content is considered, that is, the terms of the 19th are reviewed. Responses are categorized and coded in two "compliant" and "non-compliant" codes. Table 1 illustrates the outcome of reviewing contracts and their compliance with the 19 conditions.

Table1- Review of the existence of recommended conditions in five types of banking contracts

Type / Condition	Type 1	Type 2	Type 3	Type 4	Type 5
Condition 1	*	*	*	*	*
Condition 2	*	*	*	*	*
Condition 3	-	-	*	*	-
Condition 4	*	*	*	*	*
Condition 5	*	*	*	*	*
Condition 6	*	*	*	*	*
Condition 7	*	*	*	*	*
Condition 8	-	-	-	-	-
Condition 9	-	-	-	-	-
Condition 10	-	-	-	-	-
Condition 11	-	-	-	-	-
Condition 12	-	-	-	-	-
Condition 13	-	-	-	-	-
Condition 14	-	-	-	-	-
Condition 15	-	-	-	-	-
Condition 16	*	*	*	*	*
Condition 17	*	*	*	*	*
Condition 18	*	*	*	*	*
Condition 19	-	-	*	*	-

It is concluded from the study of the two variables under study that in type 1 contracts, including purchases of items in the Islamic banking system, there are 47.4 percent of the compliance with the nineteen

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condition of the mentioned verse, that is, the number of 9 of 19 conditions.

In type 2 contracts, including designing, commissioning and launching systems, there is 47.4 percent compliance i.e. 9 of the 19 recommended criteria in the revised verse.

In type 3 contracts that include the assignment of interests and the right to exploit land by Islamic Banking Support, 57.8% compliance, that is, the number of 11 of the 19 recommended conditions in the revised verse is considered.

In type 4 contracts, which include rental of property by Islamic Banking Support, 57.8% of compliance, that is, the number of 11 of the 19 recommended conditions in the reviewed verse.

In Type 5 contracts, including servicing and maintenance of Islamic Banking equipment, there are 47.4%, i.e. 9 of the 19 recommended conditions in the reviewed verse.

Considering that from the condition of 8 to 15 about the witnesses of the contracts, in order to be more valid, the examination of all the conditions related to the witness was made in one condition and the review was carried out. In Table 2, the examination of the existence of the recommended clauses in the contracts after the aggregation of the eight conditions related to the presence of the witness in the contract in a condition and the conformity of the contracts is presented with the recommendations of Islam.

Table2. Review of the recommended conditions in five types of banking contracts after combining eight conditions concerning the presence of witness

Type / Condition	Type 1	Type 2	Type 3	Type 4	Type 5
Condition 1	*	*	*	*	*
Condition 2	*	*	*	*	*
Condition 3	-	-	*	*	-
Condition 4	*	*	*	*	*
Condition 5	*	*	*	*	*
Condition 6	*	*	*	*	*
Condition 7	*	*	*	*	*
Conditions 8 to 15	-	-	-	-	-
Condition 16	*	*	*	*	*
Condition 17	*	*	*	*	*
Condition 18	*	*	*	*	*
Condition 19	-	-	*	*	-

The results of Table 2 show that 81% of the matching is in Type 1 contracts including the purchase of items in the Islamic banking system, that is, 9 of the 12 recommended criteria in the reviewed verse. In type 2 contracts involving the design, procurement, and commissioning of systems in the Islamic banking system, 81.81% compliance, i.e., 9 of the 12 conditions stated in the verse under consideration, have been emphasized**.**

In the type 3 contracts that include the assignment of interests and the right to exploit the land, there are 66.91 compliance with the provisions of the mentioned verse. In type 4 contracts, including rent 91.66%, that is, the compliance is of 11 of the 12 recommended criteria in the investigated verse. In type 5 contracts, including equipment maintenance, 81.81% compliance, that is, there are 9 of the 12 recommended criteria in the revised verse.

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Q2: Is There a Significant Difference between the Five Types of Banking Contracts in Terms of Being Consistent with the Recommendations of the Contracts in Islam (Verse of Debt)?

To answer this question, a Chi-square test has been used. Examining the difference between frequencies at different levels; that is, between the five types of banking contracts, in terms of being consistent with the recommendations of the religious verse, is given in Table 3.

Table3. Investigating the Difference between Five Types of Banking Contracts in Conformity with Contracts Recommendations in Islam (Debt verse)

	Type 1	Type 2	Type 3	Type 4	Type 5
Chi-square	0.057	0.057	0.471	0.474	0.057
Sig	0.819	0.819	0.491	0.491	0.819

6- Conclusion and Discussion

Government contracts need to be carefully regulated and implemented through extensive communication with public and private interests. This has led to the creation of different procedures with non-contractual agreements and follows the different principles described. It is important to note that the only way to protect public property and reduce the probability of a government being affected is not to include single-party contractual terms in favor of the government employer, and must, by establishing the infrastructure and training of experienced legal and technical personnel, prepare the ground to protect the rights of the state employer in contracts. The inclusion of one-sided conditions and one-sided powers in favor of government departments, if taken without regard to the economic and social realities and invoked by the government employer, will never result in desirable results and may even lead to administrative corruption. Article 44 of the Constitution has the following slogans: "the economic system of the Islamic Republic of Iran is based on three sectors of government, co-operative and private, with regular and correct planning."

The public sector includes all major industries, maternal industries, foreign trade, large mines, banking, insurance, power supply, dams and large water supply networks, radio and television, post and telegraph and telephone, airline, shipping, railways and so on which is public domain and is at the disposal of the government. The private sector includes agriculture, animal husbandry, industry, commerce and services, complementing state and cooperative economic activities. Therefore, it is noted that all major industries of the country are under the sovereignty and management of the state and the impact of government actions on economic affairs is indisputable. In other words, the public sector in Iran, besides doing government affairs, also has some economic activities; therefore, despite the measures taken to privatize, the government continues to be recognized as the largest implementer of construction projects and the largest buyer of goods and services in Iran.

Regarding the above, it is important to systematize the contracts in which the government is present, in order to safeguard public interests, to refrain from personal attempts by government employees. This is due to the different approaches and

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objectives of private contracts with government or administrative contracts, leading to the formulation of numerous contracts and procedures that, while adhering to some of the rules of the private sector contracts, follow different principles. Article 183 of the Civil Code also states, "A contract is one or more persons committing and accepting one or more persons"; therefore, a contract requires the presence of at least two parties and, without two independent wills, there is no possibility of contracting. Therefore, the will and decisions that are made in the Iranian law under the name "unilateral contract" do not lead to the conclusion of a contract.

On the one hand, for the formation of governmental or administrative contracts, some of which are also public sector contracts, there must be an agreement with one of the three powers of Iran (the government in the sense of the most important), including ministries, organizations, institutions and government companies, state-owned corporations, banks, and government credit institutions, government insurance companies, non-governmental institutions, bodies, and foundations, public institutions, foundations and institutions of the Islamic Revolution etc. However, it is not always easy to distinguish administrative contracts from non-administrative agreements because of common criteria and principles.

In this regard, the results of this study with the aim of comparative study of Islamic contracts and Islamic banking support contracts indicated that there are up to 82% compliance in three types of banking contracts (purchase of items, design, procurement and commissioning of systems, service and maintenance of equipment) and in the two types of contracts (assignment of interests and the right to use land and property rent), there is up to 91% compliance with the conditions and recommendations of Islam for the contract, especially the cases stated in the debt verse. Moreover, there are no significant differences between five types of banking contracts in terms of being consistent with the recommendations of the religious verse.

The following suggestions are made regarding the issues mentioned in the amendment and improvement of banking contracts:

1. Considering that the reference and the main model used in the types of contracts is related to the lease of places related to the Shahr Net kiosks and the lease of the branch offices, it is suggested that, with the participation of the Ministry of Economy advisers, a new contract type be adapted to comply with the Islamic conditions (including the observance of the presence of witnesses).

2. The Ministry of Economy and Finance, as a third entity outside of the interests of contracting entities for the sale of goods, provision of services, design, installation, etc., shall be used by the relevant institutions for the purpose of advising on the writing of contracts by a third party without the interests of one of the parties to the contract.

3. A broad research, with quantitative and qualitative methods, to be done to find a solution to the deficiencies and modify the contracts for a 100% compliance with the Islamic conditions and recommendations by reviewing all types of contracts.

4. Use inter-disciplinary sciences experts in writing banking contracts

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