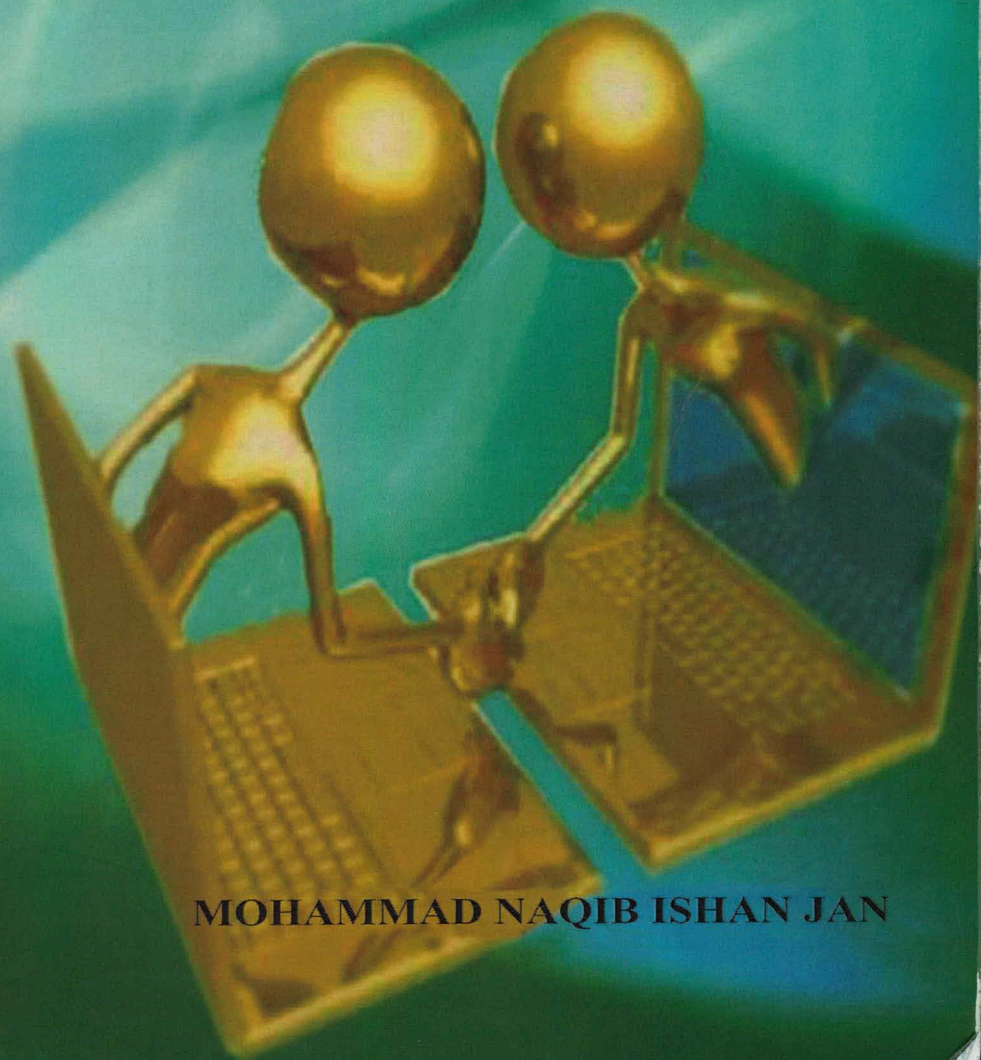


# **LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE**



**MOHAMMAD NAQIB ISHAN JAN**

# **LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE**

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## CHAPTER 20

# AGENCY IN ISLAMIC LAW

*by*  
ABDALLAHI BEN MOHAMED

### DEFINITION OF AGENCY (*WAKALAH*)

The term *wakalah* or *wikalah* literally means "preservation." It has been used in this sense in the Qur'an, verse (3:173): They said: "For us Allah is sufficient, and He is the best disposer of affairs."

وَقَالُوا حَسْبُنَا اللَّهُ وَنِعْمَ الْوَكِيلُ

It is also used to mean delegation of one person of his affairs to another, as in the verse Quran 39: 38 which states, thus: "Say: "Sufficient is Allah for me! In Him trust those who put their trust."

فَلِ حَسْبِي اللَّهُ عَلَيْهِ يَتَوَكَّلُ الْمُتَوَكِّلُونَ

Technically, jurists provides a number of definitions for *wakalah*. The *Majallah* defines it in (article No. 1449) as: "a delegation of a person in the work of another and putting him in his place to perform that work". It is also defined as: "the delegation of a person, for an act that permits delegation and that he is permitted to perform, to another to do it, during his