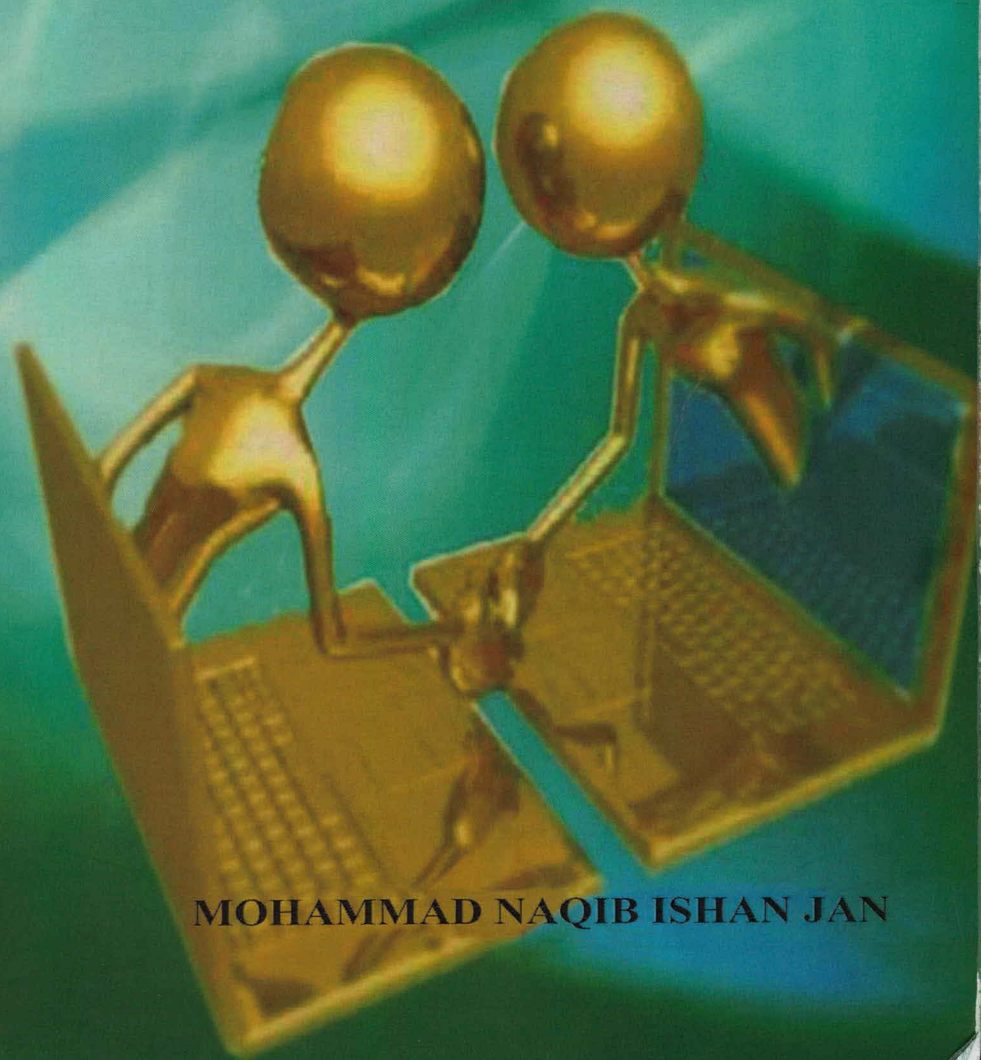


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 27

ISLAMIC COMMERCIAL LAW

by

FAUZIAH MOHD NOOR

The term Shari'ah originates from the verb '*Shara'a*', which according to the Dictionary of the Holy Qur'an by Abdul Mannan Omar, links to the notion of system of divine law: way of belief and practice. The word Shariah appears in a number of instances in the Qur'an. For example, in Surah al-Jathiyah which reads to the effect:

Then We have put you (O Muhammad s.a.w) on a plain way (Our) commandment, so follow you that, and follow not the desires of those who know not.¹

In its literal meaning, Shari'ah means a path to the watering place, while technically it indicates a path leading to the source of a meaningful life that is the Islamic way of life. In the most general sense of the word, Shariah can be said to be equivalent to the religion of Islam and it is much wider than the Western understanding of 'law.' Shari'ah covers all aspects of human behaviour and governs 'the Muslim's way of life in literally every detail, from worship and prayer to the sale of real property, from hunting to the etiquette of dining, from marital relations to political and governmental affairs.