

Research Article

# The Rulings of Coercion and Its Impact on Financial Exchange Contracts: A Comparative Jurisprudential Study with the Law

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**Abstract:** This study investigates the degree to which judicial police officers adhere to the legal powers vested in them. A comparative analysis is employed to assess the judicial authority conferred upon these officers within Jordanian legal frameworks and to evaluate their level of compliance. Furthermore, the research explores the legal consequences associated with jurisdictional violations, including the potential for legal redress through appeals and the associated responsibilities of the individuals involved. The study extends its scope by comparing these findings with the practices in selected regional and international jurisdictions that delegate similar judicial powers to police officers. In addition, it examines relevant rulings issued by the Jordanian Court of Cassation, which nullify actions deemed unlawful. The discussion also encompasses the range of penalties applicable for overstepping legal authority, such as criminal, disciplinary, and civil liabilities. The findings indicate a notable lack of adherence by judicial police officers to procedural safeguards, particularly concerning the detention duration outlined in Article 100 of the Jordanian Code of Criminal Procedure. Evidence also points to unauthorised home entries conducted without a warrant endorsed by the Public Prosecutor and a disregard for procedural requirements, such as the necessity for the homeowner's presence during searches, the inclusion of female officers, and the attendance of either the neighbourhood headman or two local residents. These breaches undermine individual liberties, especially during minor infractions such as traffic violations, where arrest or detention is unwarranted. Consequently, legal proceedings undertaken in such contexts should fall within the jurisdiction of the Public Prosecutor rather than that of public security officers.

**Keywords:** Police Officers, Judicial Powers, Comparative Study.

## 1. Introduction

To this end, the Islamic Sharia is viewed as the ultimate and complete system of law divinely ordained and is adhered to for its well-structured and well-rounded principles and rulings that aim at creating stability and ensuring that justice and security are attained as regards social functionality and functionality [1]. An important aspect that is at the core of the said system and is sought to be protected and shielded against violation and abuse is that of human dignity and the guaranteed right that is shielded against violation and exploitation [2].

Within this framework of norms, the issue of property and financial relations also assumes great importance [3]. The Islamic school of laws follows a pragmatic approach in the matter of wealth and ownership [4]. Private property is allowed while certain limitations are also incorporated to avoid any harm, oppression, or unjustified seizure of the same [5]. Thus, Sharia laws have defined certain limitations on ownership and financial affairs [6]. No use of force, injustice, or undue intervention in any financial transaction is allowed; otherwise, the same would go against the tenets of Sharia laws [7]. Islamic scholars have elaborated upon these laws in their judgments to overcome any flaw in the contractual agreement [8].

In Islamic law, contractual agreements are based upon the element of mutual consent, which espouses the ethical autonomy and legal accountability of the contracting parties [9]. This crucial element is specifically ratified within the Islamic directive to honor contractual agreements [10]. Nevertheless, the validity of consent can be rendered suspect due to exceptional circumstances, which impact the voluntary will of either of the contracting parties [11]. Among the most crucial exceptional circumstances, which impact the voluntary will of the contracting party [12], is coercion, which can take the form of either physical intimidation or psychological manipulation, to induce the party to act against its true will [13].

With the rising complexity of economic transactions in the modern era, along with the development of the law governing financial exchange [14], it has become a highly relevant issue, requiring a detailed analysis of its legal aspects, particularly based on the scholastic and positive laws of Islam, in the context of modern contract law [15].

Based on the foregoing, the matter of coercion has a prominent position in classical Jurisprudence and contemporary legal realities, and in particular in the context of financial exchange contracts which are defined at the basis of the economic life. Exchange Contracts [Farooq, Ab Rahman \[16\]](#) are based on the principle of the mutual transfer of right and duties and imply the presence of the genuine will of the parties to the contract. Every circumstance detracting from such a will impinges directly on the justice of the contract and on the legal certainty. Among the most problematic defects of the contract, in the reality of the legal experience, there obviously also exists coercion. Coercion, in the capacity of a circumstance detracting from the freedom of will.

The relevance of this topic is further increased by the current economic realities in which the imbalances of power, the economic duress, and the coercions in the forms of the third category of coercions becoming common in contract-making. Also, in the current era of contracting, the element of coercion may not always be physical but may be in the forms of psychological, economic, or in the forms of taking advantage of the vulnerable sectors of the contracting parties. All these have posed considerable difficulties in determining the level of effect of the consent being impaired and the effects of the contract being validated in the current scenarios.

The Islamic law of jurisprudence has a sophisticated methodology to deal with the matter of coercion. This began with the classification and characterization of coercion and its legal consequences. It focuses on the emphasis of promoting justice and the protection of the relevant interests, especially the concern about the loss of wealth (*hiḏ al-māl*). On the other hand, Positive legal systems, such as the Iraqi system, have established their own concepts in dealing with coercion. These concepts are based on legal certainty and the idea of coercion being an anomaly in interfering with the establishment of consent and the attribution of liability.

Although there is quite an extensive body of jurisprudential writings on the subject of coercion, some gaps still exist within the contemporary literature, especially within the realm of comparative studies that focus on the implications of the Shariah jurisprudence system as it pertains to contemporary legislation on financial exchanges. Much of the existing body of literature on coercion has thus far remained within the realm either of jurisprudential writings on coercion or within that of positivist

jurisprudence. The goal of this study will be to fill this gap.

In light of these considerations, the current study seeks to shed light on what coercion is and its various classifications and criteria within both Islamic Law and Iraqi Law, in addition to its effect on contracts of exchange to make it valid and enforceable. In achieving this, it is expected to contribute to contemporary jurisprudential discourse, to better jurisprudence in consent-based contractual justice in general, as well as to develop effective normative insights.

## 2. Significance of Study

The relevance of the research paper emanates from the fact that forced contracts lack any legal basis and are considered a serious manifestation of injustice; thus, any presence in modern society, whether overt or tacit, has great implications on the contract's validity and the realization of justice in financial transactions. Moreover, forced contracts are associated with the fields of jurisprudence; hence, the research paper covers more than one dimension of jurisprudence. Among the fields covered are laws relating to commercial contracts and contract laws. The current research undertakes an analysis of the notion of coercion and its legal implication on financial exchange contracts from a comparative and juristic framework that amalgamates Islamic jurisprudence with modern legal systems. By highlighting the legal ruling pertaining to coercion and analyzing its ramifications, this research endeavors to contribute towards ensuring fairness within contracts, upholding consent, and reconfirming justice within both traditional and modern systems.

## 3. Motivation of study

This is because the motivation for exploring the topic derives from the requirement of evaluating coercion—not only as an aspect of legality and morality within financial transactions—but specifically with regard to the exchange contract. This is because the contemporary environment of financial transactions between the Muslim community has demonstrated an increase within the number of contract disputes typically resulting from the exploitation of coercion in order to gain a unilateral benefit on the part of one of the contracting parties or sometimes third parties. This is because the aspect of free consent is core to the validity of the exchange contract from an Islamic perspective.

In light of the direct relationship that exists between coercion and the defense of wealth and property, considered as one of the five necessary and important targets (*al-ḍarūriyyāt al-khams*) that are covered by Islamic Law, there exists a need and appropriate timing for carrying out a comprehensive analysis of its rules and results. This paper seeks to identify the jurisprudential basis that governs coercion as witnessed in financial transactions, as well as its effects on financial transactions enforceability, and hence develop a rational framework that will adequately address economic facts and be justified by its adherence to the goals of Sharia.

## 4. Research Hypothesis

In this study, the premise is the hypothesis that the presence of coercion translates to the direct infringement of the basic human need of the protection of property. In the light of the above premise, it can be seen that the study sets out to specifically define the concept of coercion, to outline the background of the existence of the said concept in the Islamic legal tradition, and to examine the basic features and categories of the same, within the framework of financial exchange contracts in the Islamic and civil laws.

## 5. Methodological Framework

The research adopts a comparative, inductive, and analytical methodological approach. The opinions are sourced from the fundamental classic sources pertaining to jurisprudence, with proper quotation to the source author. By means of critical analysis, areas of similarity and dissimilarity are assessed, balanced, and evaluated to identify the most compelling opinion, based on text-based as well as rational analysis.

In this sense, the research not only uses the comparative method of law, but it also compares the positive law of Iraq with Islamic jurisprudence in relation to the analysis of the concept of coercion and its legal consequences in the exchange contract in the context of the two laws. This comparative analysis is based on the absence of assumption or value judgment but on the principles of equivalence and outcome. There is also emphasis on the legal aims behind the two systems

regarding the preservation of consent, property, and human dignity so as to make a fair assessment.

## 6. Structure of the Study

This work is divided into an introduction, three thematic chapters starting from Chapter one, and a final section that highlights conclusion of the study. Chapter One provides a theoretical and positive-law framework for coercion by examining its definition, key components, differences from similar constructs, and religious and theoretical underpinning that validate its positive-law status, divided into three closely linked subsections. Chapter Two examines coercive definitions and characteristics as accepted by Islamic and Iraqi laws separately through two analytical subsections. Chapter Three focuses on its impact within financial exchange contracts by examining its consequences and significance concerning its validity and status within a comparative methodology, again divided into two distinct subsections. This scholarly work is concluded by a synthesized analysis of its findings, drawing attention to its significant relevance and addition within modern and modernistic jurisdictions of juristic and comparative laws. In this scholarly work, all arguments presented are meticulously grounded within authoritative juristic and religious sources and corresponding positive-law citations.

## 7. Chapter one: Coercion (Ikrāh): Concept, Typologies, and Legal Foundations in Islamic Jurisprudence and Positive Law

### 7.1 Conceptual Framework of Coercion

#### 7.1.1 Coercion in Islamic Jurisprudence

The root *ikrāh* in Arabic lexicography has been derived from *karh/kurh*, which implies aversion or unwillingness, and is used as a contrast to love and consent [17]. There is a distinction in lexicography between *kurh*, which has a damma, possibly implying some kind of hardship in one's own situation, and *karh*, which has a fatha and refers to the action of someone imposing something unpleasant upon another, which is indeed the operative definition of coercion in a legal context [18].

Within Islamic jurisprudence, coercion is generally explained as forcing an individual to do something against his will [19]. There is harmony in the definitions offered in jurisprudence among the schools of Islamic law on the concept of coercion [20], in terms of involving an action that lacks genuine consent from the individual because of pressure from the outside environment. This definition of "coercion" has strong roots in its original language.

One of the important juristic differences that arise in the traditions which distinguish *jabr* and *ikrāh* needs to be noted here: whereas *jabr* can be described as coercion that can be carried out only by state power [21], *ikrāh* can be carried out by non-state actors, including relatives [22].

#### 7.1.2 Coercion in Positive Law

In modern case law, coercion is usually understood as illegal pressure acting on the will and provoking a contracting party to conclude the contract [23]. In civil law systems, coercion is seen as an impairment of consent that invalidates the contract [24]. On the contrary, in criminal law, coercion is essentially a circumstance that may negate criminal responsibility if the will is rendered incapable or – to a significant extent – restricted [25].

Under the Iraqi Civil Code, coercion is defined as "the unjust constraint of one person upon another to act without consent," while under the Iraqi Penal Code, the defense of lack of criminal responsibility is established where the crime is committed through "material or moral force deemed irresistible." Both definitions express a functional concern with the extent to which coercion affected volition [26].

### 7.2 Coercion and Related Concepts

#### 7.2.1 Coercion and Compulsion (Ikrāh vs. Ijbār/Jabr)

While *ijbār* is sometimes used as an equivalent to *ikrāh*, in juristic literature, there exists a divergence between the two [27]. While *ijbār* generally stands for strong coercion, in which the intention of the agent about the action is absent or nullified, *ikrāh* implies that the action of the agent is intentional, yet under illegal pressure [28]. This makes way for

tangible legal implications in terms of accountability and validity of actions.

### 7.2.2 Coercion and Necessity (Ikrāh vs. Iḍṭirār)

By implication, coercion requires the presence of an external coercer with a threat of harm to ensure compliance [29]. Secondly, the principle of necessity arises from situations such as hunger or illness and does not require the presence of an external agency. While both coercion and necessity can partially exempt moral blameworthiness of one of the transacting parties, the implication of the two principles regarding contracts is radically different because while it nullifies contracts because of the lack of valid consent in coercion, necessity validates contracts despite difficulties. The Prophetic Hadith of Removal aims to cover both the situations of coercion and inability to shoulder a burden and holds that while the former will nullify coerced transactions because of lack of valid consent, the latter will validate contracts despite difficulties because nullifying such contracts will vitiate the spirit of legal facilitation [16].

## 7.3 Elements (Pillars) of Coercion

### 7.3.1 Elements of Coercion in Islamic Jurisprudence

Islamic jurists enumerate four elements which, if present, make coercion effective, namely:

1. The Coercer (al-mukrih): the party issuing the threat must be capable of carrying out the threat, whether actually or preponderantly. Most jurists hold a threat that can be issued by any person who has such capability, and it is not the prerogative of a ruler only.
2. The Coerced (al-mukrah): the party coerced must be able to reasonably fear that, in the case of a refusal, the threat will be carried out and must lack an available means to prevent the harmful act.
3. Threatened Harm (al-mukrah bihi): the threat of harm must be of the sort that will inspire fear in a rational being, and may be concerned with life, bodily integrity, property, honor, or the nearest kin.
4. The Coerced Act (al-mukrah 'alayh): The coerced action must be something which would not have happened but for the threat, and there must be a causal relationship between the threat and the action.

Taken together, this four-part framework embodies a nuanced, relational approach that associates coercion with particular actors, threats, and consequent compelled behavior.

### 7.3.2 Elements of Coercion in Positive Law

Positive law recognizes two kinds of coercion in contracts: material or physical coercion, where either the will is eliminated and acts are nullified; and moral or psychological coercion, where consent is affected by fear, resulting in a voidable contract. Under civil law, coercion is measured either by severity, closeness of menace, and personality of the party coerced, including aspects of age, vulnerability, and status.

## 7.4 Scriptural and Doctrinal Foundations of Coercion

### 7.4.1 Qur'anic Foundations

Two Quranic rules form the foundation of the legal effect of force. Firstly, the concession given to an individual to declare disbelief while maintaining his faith within shows that force affects both legal and ethical assessment. Secondly, the banning of acquiring property through unjust means, except through trade mutually agreed upon, reaffirms that consent is a necessary legal prerequisite for legal property acquisition, hence precluding forcible acquisition.

### 7.4.2 Prophetic and Juristic Foundations

Many prophetic traditions, especially the Hadith of Removal, confirm that coercive acts are excusable. Juristic assessments based on these traditions lead to both the mitigation of liability and the invalidity of coercive financial decisions, grounded in the absence of genuine consent.

## 8. Chapter two: Types of Coercion and Conditions for Legal Recognition

### 8.1 Types of Coercion in Islamic Jurisprudence

The legal schools of Islam employ diverse nomenclatures for coercion, but essentially agree on two main categorizations:

Lawful coercion (ikrāh bi-haqq): coercion carried out with the intention or effect of enforcing a lawful right, such as enforcing debts or avoiding harm to the public.

Unlawful coercion (ikrāh bi-ghayr haqq): coercion used to compel prohibited. Within the Hanafī school of thought, there is also a division made between irresistible coercion, where there is no alternative choice, and non-irresistible coercion, where consent is affected but volition is not abolished. For all schools, the presence of coercion depends on the strength of the threat and its impact on the validity of consent [30].

### 8.2 Conditions of Coercion in Islamic Jurisprudence

For coercion to produce legal effects, jurists require:

1. The coercer's ability to execute the threat.
2. Reasonable fear on the part of the coerced.
3. Seriousness of the threatened harm.
4. Absence of viable alternatives.

These conditions are applied flexibly, recognizing that coercion is context-dependent and varies with personal and situational factors.

### 8.3 Conditions of Coercion in Positive Law

Under existing law, there must be present a threat of serious and imminent harm, a lack of voluntary contribution on the part of the coerced, and an absence of reasonable alternatives. This is recognized within Iraqi criminal law, where coercion and necessity exist as a defense that prevents liability, which is in keeping with Islamic law.

## 9. Chapter Three: The Effect of Coercion on Exchange Contracts ('Uqūd al-Mu'āwāḍāt)

### 9.1 Exchange Contracts: Conceptual Overview

Exchange transactions are described as functions of reciprocity through sale (transfer of property for property) and lease (transfer of property for usufruct). Consent is the essential element that runs through all exchange transactions.

### 9.2 Coercion and the Contract of Sale

Islamic scholars agree on the definition of sale as the exchange of ownership against a countervalue, but they have differences regarding the following:

The view of Imamīs, Shafī'īs, and Hanbalīs is that a sale imposed at gunpoint will be declared invalid for want of consent.

According to the Hanafī school of thought, a coerced sale is defective or suspended pending ratification.

According to Maliki school of thoughts, a forced sale shall be valid but voidable, with optional voidability.

Despite such ideological distinctions, all camps agree that force destroys the volitional aspect of assent.

### 9.3 Coercion and the Contract of Lease (Ijarah)

As the lease is viewed as an exchange contract, the same rules of coercion in sale are applicable in a lease. If coercion existed in the case, the lease may be declared null and void or simply unbinding depending on the school of thought followed. When there is nullity or rescission of the lease agreement, the countervalue is restored.

### 9.4 Coercion in Positive Law and Exchange Contracts

In positive law, coercion is considered to make a contract voidable but not void, as long as the motivation of fear is not lawful and justified. The Iraqi civil law applies a personal standard of evaluation of coercion and allows threats to relatives. Unlike positive law, Islamic law does not circumscribe coercion to pressure from a contracting party; pressure

from third parties also has an equal potential to affect the validity of a contract.

## 10. Discussion

In the following table (Table 1), the key similarities and differences regarding the notion of coercion and its consequences within the framework of exchange contracts are synthesized from Islamic jurisprudence and Iraqi law. This comparative framework provides a systematic approach for assessing how these two bodies of law view consent, responsibility, and contract justice.

**Table 1:** Coercion in Islamic Jurisprudence and Iraqi Law

Aspect	Iraqi Law (Civil & Penal)	Islamic Jurisprudence (Fiqh)
Concept of Coercion	Coercion is unlawful material or moral pressure that affects the will and induces a person to contract or act involuntarily.	Coercion (ikrāh) is compelling a person to act against their will through an external threat that generates fear and undermines genuine consent.
Source of Coercion	Typically considered in relation to the contracting party; third-party coercion is acknowledged but less explicitly emphasized.	May originate from any capable person, including private individuals or third parties, not limited to state authority.
Role of Consent	Consent is required for validity, but coercion generally renders contracts voidable rather than void.	Genuine consent (riḍā) is an essential condition for contractual validity; coercion negates consent.
Types of Coercion	Distinguishes between material (physical) and moral (psychological) coercion.	Distinguishes between lawful (bi-ḥaqq) and unlawful (bi-ghayr ḥaqq) coercion, and between irresistible and non-irresistible coercion.
Conditions for Legal Recognition	Requires serious and imminent danger, absence of voluntary contribution, and lack of reasonable alternatives.	Requires the coercer's ability to carry out the threat, reasonable fear, seriousness of harm, and absence of alternatives.
Effect on Exchange Contracts	Coercion renders contracts voidable at the option of the coerced party.	Majority of jurists invalidate coerced exchange contracts due to absence of consent; some schools consider them non-binding or defective.
Effect on Criminal Responsibility	Coercion excludes criminal liability when resistance is impossible.	Coercion mitigates or removes moral and legal liability depending on severity.
Treatment of Necessity vs Coercion	Recognizes both coercion and necessity as defenses but does not consistently differentiate their contractual consequences.	Clearly distinguishes coercion (external threat) from necessity (circumstantial pressure), with different legal effects.
Underlying Legal Philosophy	Protection of individual autonomy and public order within a civil-law framework.	Protection of the objectives of Sharia (maqāṣid), especially preservation of wealth and human dignity.

This comparative analysis (Table 1) shows a marked convergence between Islamic Jurisprudence and Iraqi law on the recognition of the role of force as an important element that affects freedom and consent. However, the Islamic Jurisprudential approach takes a greater approach based on the role of consent as well as a moral basis, where it often declares void contracts of exchange that lack consent due to the lack of freedom in the exchange, based on the need to maintain the validity of financial exchange, as well as the role of the Sharia in preserving the value of money (hiḍ al-māl). The increased reliance on force under Islamic law, as well as its notion of third-party force, corresponds well with the modern-day reality of the pressure that may come from outside the contractual relationship. It is thus significant to note that such a notion in the context of Islamic law has the capacity to influence the legal framework on force within modern financial transactions.

The comparative analysis put forward in this research work shows that there is considerable convergence between the definitions and implications of coercion and human will as understood by the doctrine of Islamic Jurisprudence and Iraqi Positive Law. This is based on coercion being considered an exceptional condition that puts the validity of human

will into question. There is considerable contrast between the two theoretical bases despite the divergences. Conceptually, both approaches to the issue define coercion as a kind of pressure exercised on a human being, prompting him to feel fear and do things contrary to his will. According to Islamic law, coercion (ikrāh) is first of all a moral and legal deficient consent (riḍā) and is deemed a constitutive element of valid contractual formation. According to Iraqi law, under the influence of civil law, coercion is a deficient consent, described in a technical formal legal discourse on the issue of valid or voidable juridical acts. Although the terminology is different, it is assumed in both approaches that under coercion, human action is lacking in full responsibility.

One of the main points of divergence regards the origin of coercion. Islamic law takes a very broad approach to coercion by considering it valid whether it comes from a state authority or from any person with capability to follow through with the threat of harm. Indeed, per this approach, a very realistic assessment of social power relations is achieved, with adequate protection against coercion within a familial, economic, or social setting being thereby provided. Indeed, while third-party coercion is not excluded by Iraqi law, it seems to mainly address coercion from contracting parties.

Another important difference arises from the typology of coercion. Islamic jurisprudence has a complex typology of coercion which differentiates between legal and illegal coercion, irresistible and non-resistible coercion, as well as coercion in contrast with necessity (ḍṭirār). These are practical legal differences, especially in relation to contractual validity. The Iraqi legal system, on the other hand, restricts it mainly to material or physical and moral or psychological, primarily focusing on how much it can nullify or weaken the will. This, although practical, lacks the conceptual detail of classical fiqh scholarship.

As far as contracts of exchange are concerned, the Imami, Shāfi'i, and Ḥanbalī schools of Islam hold a strict view regarding contracts signed through unlawful coercion by stating that such contracts would be null and void because of the lack of valid consent. On the other hand, the Iraqi school of law adopts the view that contracts signed under coercive circumstances are voidable but not void and provide the coerced person with the right of ratification or cancellation of the contract. Such a difference of view can be attributed to public policy considerations and differences and does not reach the level of disagreement regarding the definition of coercion.

However, in the realm of criminal responsibility, there is remarkable similarity between the two legal systems. Under Islamic law, as well as under Iraqi criminal law, force, whether material or moral, is accepted as a reason to exempt from, or to reduce, criminal responsibility in cases in which there is no possibility of resistance. This similarity is reflective of the commitment to the principle of justice, in terms of freedom of choice. Finally, the comparative analysis highlights that Islamic jurisprudence has a more refined framework of coercion assessment inasmuch as it incorporates ethical tenets, individualized assessment, and the goals of the law (maqāṣid al-sharī'a), while Iraqi law, even as more streamlined and clearer in its processes, may well apply all of the above in modern contractual practice in relation to coercion.

This work proves that coercion is a decisive legal element in both Islamic jurisprudence and Iraqi law, which largely impacts consent, validity, and legal responsibility. To some extent, despite the similarity of both juridical views, which consider coercion invalidates the authenticity of human will to the extent that it gives legal ground for intervention, they differ largely, especially in the aspect of exchange contract.

Persian jurisprudence has an approach that focuses on consent and is ethics-based, and it considers coercion a circumstance that nullifies the contract if such a contract was made through a lack of voluntary consent, but it is permissible and based on a right. Iraqi law considers legal certainty and the stability of transactions under its civil-law system by making coerced contracts voidable but not void. Despite the differences between the two regimes, both regimes meet in criminal law where it is permissible and based on a right.

In general, a comparison has been made, and it has been made clear that Islamic jurisprudence systemically provides a comprehensive framework for resolution of force, which has continued to be relevant in contemporary juridical challenges.

## 11. Conclusion

The analysis of coercion and the effect of exchange contracts on it encompasses basic and complex inquiries into the themes of personal liberty and the justice of contracts in contemporary financial and commercial contexts. Moreover, the analysis has indicated that the Islamic Law comprehends an indispensable and holistic normative framework, which deals with both moral development and legal regulation, providing solutions to the traditional as well as modern contract disputes in an ideal and rational manner. Also, the analysis has indicated that flexibility in developing according to the modern conditions

and unfolding legal questions does not affect the basic foundations of the Islamic Doctrine, rather seems to emphasize its inherent quality in order to underscore the dynamic nature of fiqh.

On the matter of coercion, the research shows that the Islamic law system offers a merciful exemption to the individual who carries out an action under duress. This exemption should not be seen merely as a means to reduce the action. Instead, exemption from accountability must be regarded as a moment of mercy and an act of God as a facilitator. Islamic prophetic traditions on the matter of accountability make clear that there is a norm that exempts the individual and exempts him from any blame. It can also be seen that there cannot be any presence regarding consent and free will in the matter of contracts as per the Islamic law system.

As a direct consequence, exchange contracts arranged through unlawful force must therefore lack contractual validity and fail in their attempt to generate valid legal effects. Such stringency in approach matches the severity of Islamic contract theory, which has always exercised extreme cautiousness in protecting authentic consent, property rights, and trust in financial transactions. In comparative terms, analysis finds significant similarity between the rules of Islamic jurisprudence and Iraqi law on the operative force of fear. Under both regimes, there is agreement on the principle that coercion remains effectively realized only if the threatened harm causes fear with the potential to affect the freedom of choice and that fear must be judged in the context of the particular individual whose coercion is in issue. However, the rules of Islamic jurisprudence are more consent-centric with stronger ethical foundations, especially on third-party coercion and the voidability of the coerced contract. Finally, the comparative study reveals the extent to which the jurists from the various Islamic schools of law are more similar than they are different, and this similarity stems from the common goal of achieving justice based on reason and evidence. Moreover, the divergence stems largely from the differences in the methods of legal reasoning rather than from the goals of justice. In this regard, the relevance of the Islamic principles of law to the current contractual disputes involving coercion continues to receive prominence.

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