

Evaluation of Legal Foundations in Redistribution of Takaful fund Surplus

By

¹*Abbas Jalili*, ²*Hojjatullah Abdolmaleki*

¹Department of Theology, Faculty Theology and Islamic Science, Payam-E-Noor University, South Tehran Branch, University, Tehran, Iran.

²Faculty of Islamic Studies and Economics, Imam Sadiq University, Tehran, Iran.

Abstract

Institution of insurance plays an important role in improvement of economic grounds by providing the enhancement of mental security, confidence and fair distribution of adverse effects of risks. Since the entrance of this industry to Islamic economies, some Moslem countries (Sunni) have tried to find a substitute for insurance by rejecting conventional insurances. They analyzed this issue in various conferences and suggested Takaful model. Nowadays, Takaful, as one of the most widely used models in insurance, has caught the attention of scholars and actors in financial markets of various countries of the world, especially market for insurance product. Public participation as the insured and the insurer in the foundation of all Takaful funds is the most important factor that causes more and more orientation of people from different countries to work in the Takaful insurance, which brings about the economic development of that society. In addition to achieving this goal, the insurers benefit from profitable activities and investments of Takaful funds. The main issue of this research is to study the legitimacy of surplus and legality of its foundations. This technique of study is documentary research; by citations and studies, we have tried to analyze the issue that the surplus of profits rewarded to participants in the insurance activities of this type has legal basis according to the inclusion of Takaful insurance in the form of gifts and article 10 of civil law.

Keywords: *Takaful Funds, the Surplus of Takaful Funds, Civil Law.*

1. Introduction

Institution of insurance plays an important role in improvement of economic grounds by providing the enhancement of mental security, confidence and fair distribution of adverse effects of risks. The organization plays a vital role in achieving economic justice by reducing the losses caused by a variety of common risks in various areas of life and by decreasing inevitable poverty resulting from unpredictable damages. Another factor highlighting its importance in achieving economic development is the place of this institution in the provision of financial resources needed for investment, increase of production and sustainable employment. Thus, the insurance entity is considered as an unmatched component in Islamic-Iranian model of progress (Tohidi, 2007).

Central Insurance of Islamic Republic of Iran – as proctor of the insurance industry in the country – is given the mission to prepare suitable ground for the development and promotion of the industry, providing quantitative and qualitative performances. In this respect and due to the strategy of country in the development of science base national economy, Insurance Research Center (affiliated to the Central Insurance) works with the aim of developing scientific needs and providing a software infrastructure for the insurance industry. The main missions of the institute in line with the target are the publication of Scientific – Research, Specialized and Information books and periodicals and the management of studies and researches in the field of insurance. It is hoped that these actions be effective in improving status of this institution in the country in the way of achieving optimal condition a native-Islamic model (Tohidi & Seifloo, 2008).

Legitimacy is an issue has been considering for a long time by philosophers and sociologists, and has been regarded as one of the most important topics in scientific studies and research center. This issue is so significant that the survival and life of any government depends on the degree of its legitimacy and all governments are obliged to strengthen the foundations of their legitimacy and prevent any crisis of legitimacy in the society to continue their political life. Even the usurper and illegitimate governments try to decorate the practices of their power by a kind of legitimacy in the field of theory and to justify their acceptance and public interest in practical fields. Rousseau believes that even the most powerful governments are not so powerful to be able to remain always master, unless they would convert force to right. Therefore, political legitimacy is the necessary dimension of all governments, and formation, stability and continuity of regimes and governments depend on it. Looking at the concept of legitimacy, the legitimacy basis of redistribution of Takaful fund surplus in law and jurisprudence is clear because from the legal viewpoint redistribution of Takaful fund surplus is expressed important and acceptable (Amel, 2007). In addition to introducing Takaful insurance, this research tries to evaluate the reason that leads people to participate in this insurance, i.e. the profits of participation in this industry. It attempts to investigate whether this surplus has a legal basis in the perspective of Islamic Republic of Iran's law, or not. If legitimated, what are their religious and legal bases?

2. Research Methodology

This study aims to get an appropriate approach based on law and religion for redistribution of Takaful fund surplus. It uses summary of comments and views regarding the effect of such new insurance activities appeared in Islamic economics. The research methods used in this study are documentations of library and archives. The collected data must be analyzed to make proper decisions or conclusions. The method employed in this study will be legal analysis and content analysis of the subject. The researcher will answer the arised questions by the examination of legal resources, ideas and views of the authorities and investigation of the reasons for redistribution of surplus. The article uses library documents and archives to define Takaful insurance and argue the legitimacy of the insurance in the view of jurisprudents and clerics of Islam. The major documents are books, primary documents, state documents, personal papers and the press.

The concept of Takaful

In today's modern business, "insurance" is considered a way to reduce risk or danger of incidents. The concept of Takaful or Islamic insurance, where it accumulates resources to help people, is not against Islamic Shariah. This concept is in line with the principles of compensation and shared responsibilities among a community. In fact, insurance is not a new concept, and was common practice by immigrants from Mecca and the Ansar of Medina in early Islamic period and fourteen century ago. Takaful is a word derived from the word "كفّال", meaning to provide (to meet the needs of a person), and Takaful insurance is compensation for damages resulting from accidents and completion of non-interest banking system. This type of insurance is very similar to other insurances (conventional Insurances commonly used in business) in terms of compensation for financial losses. Takaful is based on Qur'an's principle of cooperation, referring to mutual and intergroup aids and arguing that each member of the group has to share a proportion to support the needy. Takaful is perceived as cooperative or mutual insurance. The insurance operation is just as shared-insurances were used in the early years of invention of insurance, and are used nowadays among members of some particular groups (Soheil, 2010).

There is a theory that Islamic insurance first emerged in the second century of Islamic era. It was right at the time when Arab Muslim had extended their trade with India, Malay and other Asian countries; because of long trips, Arab traders have been challenged by unfortunate incidents such as theft and had incur huge losses. Based on the Islamic principle of "cooperation and cooperatives", all traders have gathered and established a fund before their long-time trips. The goal of this fund was to compensate the damages of members of group due to the misfortune events. After centuries, Europeans embraced this method and called it "Marine Insurance" (Tohidi & Seifloo 2008; Jafar, 2007: 3). In this context, with

their critical thinking about Islamic system of insurance and an urgent need to have insurance coverage, as well, Muslim jurists had started extensive studies in the field; according to their studies, “insurance” in Islam must be based on cooperation. According to this principle, the Islamic system of insurance includes shared responsibility, joint indemnity, common interest, unity, etc. Based on Muslim jurist’s theory (Sunni), commonly used insurance operation is a kind of recurring trade of selling and buying inconsistent with laws and orders of religion due to three features:

1. Contract: Something not sure of its probability
2. Gamble: As a result of the insurance contracts, gamble is emerged. It means that because of its nature, automatically one side wins.
3. Riba: Interest (Motahari, 1975, p. 281).

In 1985, Islamic Jurisprudence Society of Jeddah approved Takaful system as a viable alternative to insurance. It is noteworthy that the original concept of Takaful describes paying a premium based on *tabarru* (to donate, contribute, or give away).

Another difference of Takaful from other contracts is the unity of incomes from investments of Takaful operations in accordance with Islamic law.

The most important aspects of Takaful are as follows:

1. Acceptor company for the risks of Industry.
2. A company as director of credits and supervisor of operations of Takaful.
3. All paid resources by members are saved in a Takaful fund called “devotion”.
4. All payments (compensations) are afforded through the devotion fund from the interests of Takaful.
5. When money goes into Takaful fund, it will be allocated to investments accepted by Islam.
6. If Takaful fund brings any profits, it should be divided among all members of fund (Rah Chamani, 2008).

Takaful Insurance in form of Peace Deed

An entire section including 19 articles is devoted to the subject of peace deed in civil law. The chapter does not offer any particular definition for peace; therefore, Imami jurists and jurists have attempted to define peace. jurisprudence have attempted to define peace based on this chapter and and Imami jurisconsult. According to Articles 752 and 758, Mostafa Adl and M. Boroujerdi have been defined peace as:

“Peace is a contract resulted in the discard of existing conflicts or prevents probable challenges, or it is a contract that helps both sides of a deal to do their job without the necessity of conditions and rules.” (Mohammadi Mehr, 2006)

Dr. Emami has defined peace as, “Peace is the state of being content and pacific about an affair, whether it is acquisition of an object, benefit, settlement of a debt, or other affairs;” the description is the common definition among Imami jurisconsults after Ansari. Dr. Langroodi presents a new explanation, “peace is agreement to establish or terminate one or more legal effect without dependency on the specific features of contracts.”

Dr. Katouzian believes civil law contains some ambiguities because of the historical background of Imami jurisprudence in identifying the nature of peace. After analysis of peace position in imami jurisprudence and evaluation of civil law, he chooses Ansari’s definition and according to a particular conception of the definition says, “Therefore, the nature and concept pf peace includes a kind of ‘clemency’, or mutual forgiveness, a feature that makes peace unique among other contracts and an independent deal. In other words, peace is a mutual contract based on mutual forgiveness between two people when there is an unclear or disputing right, they decide to avoid probable struggles. Of course, the consequence and medium of clemency are whether establishment, transmission or termination of another

right. This logical conception of peace highlights its prominent features in all contracts, and justifies its independency aside other contracts such as selling and swapping, gifts and Rentals” (Katouzian, 1997).

A vast majority of Imami and Hanafi jurists do not consider history of animosity or probable antagonism as the elements of making peace contract. Hence, peace is a general contract being able to generalize to a large amount of contracts. Dr. Langroodi, on this subject, comments peace signing domain is wider than any specified contract a even wider than all contracts, therefore, it is called the master of contracts. The extreme scope of this concept adds the impossibility of finding a reasonable definition for a specific field.

Entries of Peace Contracts

Article 752 of civil law: Peace may be to resolve an existing conflict, prevent a potential struggle, or to accomplish other transactions. The term transaction is a general term and includes all financial contract and bond, not a particular form of trade. Therefore, any financial bond might be an entry for peace. Imam Khomeini declares peace contract is clemency and satisfaction about an affair such as acquisition of an object or benefit, settlement of a debt or right and so on. A history of conflict is not valid, and it is allowable in all deeds, except the following items, and instrumental in all fields unless making the bond changes an unlawful affair to a lawful one or a lawful to unlawful item. Some of the cases that Imam Khomeini stated as exceptions are inevitable rights like right to request for a debt, return in divorce and Riba (Masoum bellah, 2010). Article 758 of civil law confirms while peace in contracts offers a definite conclusion for dealing, it does not include the specific rules governing the dealing.

Takaful Insurance in Form of a New Contract Based on the Will of Participants

Iran law pays a special attention to the issue of contracts and pacts, whose regulations are concentrated in the civil laws of country. The laws have regarded contracts and pacts as the same entities, but a careful study reveals that there is a subtle distinction between the two. In the civil law of Iran, the word pact is used according to Islamic jurisprudence to define bonds that are mentioned in Islamic texts under the specific titles, which are called ‘defined pacts’, such as *baiy*’ and rentals. On the other side, contract is a general term includes all pacts and other types of bonds that are consistent with the law and even not mentioning in law, which are called ‘undefined bonds’. Another part of civil law refers to Contractual terms derived from Islamic jurisprudence, and are categorized in civil law of Iran. A contractual term means literally bond, promise and devotion of one affair to another one. In law, contractual term is the obligation undertaken by an individual, and enters the text of contract (Katouzian, 1997).

There is no doubt that the will is one of the distinctive features of human being; but philosophers and theologians have different perspectives to the nature of will. The formation of will in any practice, especially logical behaviors, contains the following steps: 1) imagination about the existence of a practice, 2) evaluation of profits and losses, 3) justification of the necessity of practice (consent), 4) decision and 5) performance.

Will to accomplish is necessary for any action; it is a determination that is defined in contrary to will to propose. Will is revealed in two manifestations in legal actions: internal and external, which in case of contradiction the internal will is prior. Considering the steps in formation of will and the contradiction between intention and consent, it is implied that intention is the constructive element of contracts and consent is the prerequisite for validity. Therefore, any contracts without intention is null, and in the case of lack of consent, it is inapplicable (Masoum Bellah, 2007).

Emission of any action, either material or legal, depends on the will of doer. The basic element behind all voluntary behaviors is the intention. It is believed that the constructive element of intention is consent. There is no doubt that any legal action follows its intention; but scholars doubt whether to consider this element (intention) the prerequisite for validity of that legal action. The essential element of an agreement, including contract, is the will of those who make a conclusion. In other words, will is is

considered as the most important factor or the only factor in any agreement. Thus, all people who possess proper mind and will have the right to agree on their debts and commitments, provided that do not transgress the legal frameworks and religious obligations.

The legal Basis for the Legitimacy of Takaful Fund Surplus

Below Article 10 of Civil Law

Obligation to pay losses or surpluses (profits) arising from commitment is a social and legal matter to maintain order and balance in society and respect the established covenant between contracting parties. When an individual is committed to a task, implementing is his legal, social, moral and even religious responsibility. This is a good affair in all societies and nations, and violation is considered as an anti-social practice. Accordingly, all countries have enacted laws to avoid this violation. This section attempts to study rules and regulations considering the principle of free will and the juridical basis to provide maximum protection for consensual (Katouzian, 1997).

Free will is the base of private law in Iran. Superficial search of related laws and their juridical roots will clarify the idea; however, it has paid attentions to supervision and control of affairs related to public and sovereignty order and protection of poor groups by legislators. Islamic law calls free will “the principle of autonomy”. It means any action is lawful unless law has stipulated its prohibition. Civil law of Iran, as the general law in private laws, is the standard-bearer for related rights, and comments on its various phases. Article 10 of this law, which is the most supporter of freedom of contract, claims: “In case being consistent with law, private contracts are applicable for their parties.” This feature of article provides assurance in the parties of a contract; they can decide on their next contract and select its terms, or modify its contents without fear of their fate at the trial stage as long as they will not take a decision against the law (Erfani, 1992).

Although the phrases of above article expresses very well the value of freedom in contracts and explains its position in the laws related to contracts, its concept is different from theories of individualism and will never be conveyed as justifications for chaos, extortion and exploitation. It is resulted from the fact that there is always a superior reason, which is law, wherever it is necessary will prevent all irrational, unjust and unsafe consequences. It leads some people to consider law as the real governor in Iran, not sovereignty of the will of parties (Katouzian, 1997, p. 145).

According to civil laws and other laws, one can declare the following items as the obstacles to the principle of freedom in contracts in Iran:

A) Law

The word ‘law’ in this section refers to its specific meaning, adopted legislation in parliament or its commissions it is stated in article 85 of the constitution of the Islamic Republic of Iran. This definition differs certainly from what has been prescribed in article 10 of civil law. In article 10, law is a general term, which not only includes law as its specific meaning but also contains affairs related to public order and ethics. Otherwise, it would be necessary to mention the two terms aside the term law, as it has been done in some other cases.

There is a key question to be answered: Are all laws can limit the freedom of individuals? The answer to the question is a renewed emphasis on the validity of freedom in contracts because no other law can challenge the credit of this law. The only law whose social aspects covers other rules article 10 that includes elements related to public order. It is so general that does not allow others to question its following series; therefore, it is not a supplementary law and few numbers of laws has this potentiality (Shahidi, 2005).

Similar recipes can also be found in Imami jurisprudence. Jurisconsults have divided religious rules and regulations into groups. First decrees, laws that must not be transgressed in contracts; such as Riba; second, rights, laws that could be transgressed in contracts, such as how to divide a property. Decree is divided into two different categories: 1) movable, which no individual can behave against it like Riba and 2) Permitted, which can be transgressed in emergency cases like eating alcoholic drinks. The reasons for such a categorization are Quranic verses: “يريد الله بكم اليسر ولا يريد بكم العسر” and “حرج ما جعل عليكم في الدين من” and “يريد الله ان يخفف عنكم وخلق الانسان ضعيفا” (Seraj zadeh, 2009).

The question may be raised at this stage is the method and criterion to recognize the supplementary and imperative laws. How will they be divided and recognized? A careful awareness of the history of freedom in contracts principle, its social and economic effects and the ways its obstacles have been distributed will indicate that we must search for reason in any imperative law and consider the first notion in supplementary laws as being consistent with freedom of contracts. We must not allow our non-legal desires (such as economical, political, social, etc.) to impact on the judgments and distract us. This inference of Iranian civil law coincides with Islamic provisions and brings positive economic, social and legal consequences.

B) Public Order

Public order is broad and interpretable concept, which can easily be exploited. According to Article 975 of civil law, judicatory cannot perform foreign laws or private agreements that are contrary to good morals or public order. The article introduces good morale and public order as two obstacles for freedom in contracts.

Public law in this sense has a mutual relationship with imperative law because imperative laws refer to adopted rules for keeping public order. However, all public order affairs do not adopted in imperative laws (Masoum Bellah, 2007).

C) Good Morale

As the above article showed, good morale is an obstacle in arranging contracts freely. Good morale is an independent factor in limiting the freedom of contracts. The limitation to freedom of contracts has easily been accepted in Iranian society, and the decree of law is nothing but signing a current practice in the Community. Through a same reason, law will cancel all reasons arisen from lying, betraying, or is incompatible with chastity and modesty, like contracts on duplication and sale of vulgar films and publications, or nominal contracts to refuse paying debts.

Although we can consider good morale as an Instance of public order, the legislators have preferred to adopt an independent rule because of its particular importance in Iran.

The principle of will sovereignty has been accepted in many law system including Iran. One example of this principle is article 10 of the Iranian civil law, which stipulates:

“All private contracts are applicable for the parties if they do not oppose directly the text of law.”

According to the tenth article and other articles, which will be mentioned in the following, freedom of will is an accepted principle in private contracts, and the only limitation to the autonomy of will is the text of law. Of course, the purpose of law is opposition to imperative rules, which include:

Regulations related to good morale, public order and other authoritative rules are imperative. An important characteristic of them is the fact that we can easily agree on them, contrary to the interpretative laws. The legislator has not stipulated imposing rules for interpretative laws and let them to the free will of individuals, but it has imposing rules and responsibilities for imperative duties (Katouzian, 1997).

A number of professors and lawyers believe that article 10 of the civil law of Iran is excerpted from the French civil law. Before the approval of this article of the Iranian legal system that legislators comply with terms of a number of jurists Imamia, contracts were valid if they had regulated in form of certain bonds; if a contract was not bound to a certain condition, it would be invalid. Therefore, individuals had tried to agree on unnamed contracts in form of peace contracts; thus, peace contracts were called master of contracts. However, this problem was resolved with the adoption of article 10 of the civil law.

On the contrary, some believe that not only the idea of lack of freedom in Islamic contracts is an absurd opinion but also independency of will has a long history in Islam and Islamic contracts, and Iranian law has taken the advantages of this history. They bring references from the famous book *Jame Ashaghat* that says, "The permission to exchange objects needs no reason because the base is obstacle, not freedom, and the lack of obstacles is enough to publish permission." It adds that for the majority of jurists any exchange, transaction, or contract is true, and accuracy of transactions is proved without the need for instances; while there is no religious obstacle, the exchanges and transactions are correct. Consequently, article 10 of Iranian civil law agrees the author of *Jame Ashaghat* (Langroodi, 1984, p. 122).

It seems freedom of will governs the contracts in Iran, but in fact, most people tends to claim that many primary conditions, which are not mentioned in a contract, are invalid; and also it considers inapplicable preliminary agreements that are not included in a contract. As a result of this mentality, article 10 of the civil law was enacted to eliminate doubt. In fact, article 10 of the Iranian civil law does not conflict with religious regulations because:

1. There is no exact reference in religion that prohibits the contracts out of framework of certain bonds. Since the doubt of duty arising from the lack of evidence, in the case of uncertainty about the authenticity of these contracts, we can refer to the principle of presumed innocent and consider lack of obstacle as the permission for performance. The principle of presumed innocent is a rational excuse, which is proved in many hadith and traditions such as "كل شئى مطلق حتى يرد فيه نهى" and "لايكلف الله نفساً الا ما اتىها" and "وما كنا معذبين" "حتى نبعث رسولا".
2. In case of doubt in prohibition or permission of an affair, the principle of freedom is performed as a rational basis; this fact is correct in all affairs like contracts.
3. In Islamic law and Shite jurisprudence, contracts are consensual not official, and there is no doubt among jurists that being consent is a manifestation of free will.
4. Jurisconsults suspend any contract to the intention of parties; while they have accepted "bonds depends on intentions" is an example of autonomy of will.
5. Most of them have considered the Qur'an verse "المؤمنون عند شروطهم" as a proof for obligation to conditions of contracts, and if a condition does not mention in contract, it included a part of contract. Of course, the condition must not be against religion.
6. Quran's verse "ما جعل عليكم فى الدين من حرج" approves this claim.
7. The verse 29 of Sura *Al-Nisa*, "لا تاكلوا اموالكم بينكم بالباطل الا ان تكون تجاره عن تراض منكم", which comments on acquiring illegal properties and the applicability of consent in trades, justifies our claim.

With the above items and due to mentioned proofs, it is reasonable to argue that consent is the basic element in the creation of any contract that is not against religious regulations and orders. No proof of the invalidity of the contract can be found in Sharia. In addition, the regulations are established by Islamic law to bring the public welfare, not to confuse them.

In addition to article 10 of the civil law, the general provisions foreseen in the second part of the first chapter of the second book of civil law (Articles 183 to 231) indicate that the Iranian legal system has been accepted the principle of will sovereignty on contracts. Considering this principle of civil law (Article 10), we can make any decision about our contracts if the items are not contrary to religious and legal respects. The principle of freedom of will has expanded the scope to prepare the situation for both parties to agree on multiconditional situations; therefore, the legitimacy basis of redistribution of Takaful fund surplus in law and jurisprudence is reasonable according to the autonomy and independency of participants.

3. Conclusion

Nowadays, institution of insurance is significant because of impact of dangerous phenomena, complexities of the world and diversity of chances. It has caused the rapid development of insurance products, especially in the era of new economy. The main function of insurance is the creation or enhancement of security in the society; security is one of the most important human needs. The necessity and importance of security calls for the need for the provision of legal and rational means. In the theory of Shiite scholars, insurance is one of the tools to guarantee security. Imam Khomeini, in a discussion about the legitimacy of insurance, says, "Undoubtedly, insurance, which is an assurance and commitment for compensation of property or life of an individual in a possible detriment in exchange of a certain amount of financial payment, is a rational and common transactions throughout human populations in such a way that its denial is considered a kind of foolishness, and willingness and enthusiasm for it are regarded as a kind of wisdom and foresight.

Takaful and current insurances are indeed a method to cover risks and damages. Of course, the two have some differences; one different point (that is related to risk management) lays in the fact that Takaful bases on the principle of cooperation of all members, both insured and insurer. One of the most important features of Takaful is that the company does not engage in risks. In fact, insurance customers will agree to pay their aggregate shares to compensate the debts of other participants. In addition, Takaful fund is obliged to pay the probable profits of the fund to the insureds according to the proportion of their stocks after the deduction of all costs.

We have proved legitimacy for repayment of Takaful fund Surplus based on legal foundations and by interpreting the article 10 of civil law, or the principle of freedom in contracts. According to this article of civil law (Article 10), we can make a contract between individuals if the subject and conditions of contract are not against religious and legal regulation. The principle of freedom in contracts has always generalized the rule to other instances and considers the role and consent of parties in a new agreement. Therefore, the legitimacy for redistribution of Takaful fund Surplus is a valid principle according to independency and autonomy of parties.

References

- Tohidi Nia, Abolghasem (2007). Takaful and the Importance of more Attentions in Iran. Insurance Industry Journal, No. 88.
- Tohidi Nia, Abolghasem & Sajad Seifloo (2007). Takaful and the Importance of its Development in Iran. The first national conference to evaluate the business environment of the insurance industry, insurance Research Institute.
- Jafar, Soheil (2010). Islamic Insurance: Trends, Opportunities and the future of Takaful. Translated by Esmaili Givi, Hamid Reza & A. Naserpour (translated to the order of insurance Research Institute).
- Langroodi, Mohammad (1997). The Rights of Commitments. Volume I.

- Khameneii, Mohammad (1970). Insurance in Islamic law: A Comparative Analysis of Social Insurance and Private Insurance. Office of publishing and Islamic culture.
- Rah chamani, Abolghasem (2008). Takaful: Mutual benefits. Journal of Asia Insurance, No. 46.
- Zare, Sadiq (2009). Takaful (Islamic Participatory Insurance): From Theory to Practice. Journal of Mellat Insurance, Issue 2, No. 12.
- Seraj Zadeh, M. javad (2009). A Comparative-Theoretical Analysis of Conventional Insurance and takaful, master's thesis, University of Imam Sadiq.
- Shahidi, Mahdi (2005). Civil Law. Fourth Edition, Volume One.
- Amel, roya (2007). A view on the Dependable Insurance Takaful. News of the World of the Insurance, No. 106.
- Erfani, toufiq (1992). Insurance contracts in Islamic and Iranian law. Publication of Kayhan, Tehran.
- Katouzian, Nasser (1997). Civil Law: general Laws for Contracts. Publishing Company, Volume I.
- Mohammadi Mehr, M. hasan (2006). A Comparative Study of Insurance and social security system with the Islamic system of Takaful. Master's thesis. Islamic Sciences and Economics, University of Imam Sadiq.
- Masoum bellah, Mahd (2010). A view on the DependableInsurance takaful. Translated by roya Amel, News of the World of the Insurance, No. 106.
- Masoum bellah, Mahd (2010). Practical takaful and modern insurance: Terms and practical principles. Translated by Mohsen rouhani, Publication Imam Sadegh University, Tehran.
- Jaffer, Sohail (2007). Islamic Trends Opportunities & the Future of Takaful; London, Euromoney Institutional Investor, Plc.