

The Legal Ruling on the Sale of Animal Manure in the Shāfi‘ī and Ḥanafī Schools of Islamic Law

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ABSTRACT

This article examines the practice of trading animal waste (najāsah) as organic fertilizer from the perspectives of the Shāfi‘ī and Ḥanafī schools of Islamic jurisprudence (fiqh). The study finds that such transactions are widely practiced in Temanggung Regency, where animal manure is commonly utilized to fertilize various agricultural crops. Despite its prevalence, this practice has generated scholarly debate. Imām al-Shāfi‘ī maintains that the sale of impure substances (al-najāsah) is invalid, as the object of sale must be pure (ṭāhir). However, later Shāfi‘ī jurists (al-Shāfi‘īyyah) propose an alternative approach by permitting the transfer of ownership of impure substances through exchange-based agreements that do not constitute a formal sale contract ('aqd al-bay'). In contrast, the Ḥanafī school allows the sale of impure goods on the grounds that they possess tangible and beneficial utility (manfa‘ah). Based on these juristic perspectives, this study concludes that the trading of animal manure in Temanggung Regency is legally valid, in accordance with the Ḥanafī position and the opinions of Shāfi‘ī jurists who permit transactions involving impure substances that yield practical benefits.

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Introduction

In principle, the original legal ruling (al-aṣl fi al-bay') governing sale and purchase transactions in Islamic law is permissibility. Imām al-Shāfi‘ī maintains that all forms of sale are legally permissible (mubāḥ) under the Sharī‘a, provided that they are conducted by two parties who possess the legal capacity (ahliyyah) to engage in commercial transactions. Conversely, if a sale is carried out by a person or party lacking such legal competence, the transaction is

deemed invalid (*bāṭil*). The implementation of sale and purchase in Islamic teachings must conform to its essential pillars (*arkān*) and conditions (*shurūt*), so that the transaction may be considered valid according to the *Shari‘a*. According to the majority of jurists (*jumhūr al-‘ulamā’*), the pillars of sale consist of three elements: the contracting parties, the object of sale, and mutual consent (*ijāb wa-qabūl*) (Fauzan, 2009).

The conditions governing the commodities to be exchanged require that the goods be pure, intact, not intrinsically contaminated, beneficial, lawfully owned by the seller, and transferable. One of the essential requirements for an object of sale is that it be clean and pure in substance (*ṭāhir al-dhāt*). Muslim scholars unanimously agree on the prohibition of trading impure (*najis*) substances in Islam, such as *khamr* (intoxicants), carrion, pork, and similar items. However, certain impure substances are deemed necessary due to their practical use, such as animal manure, which is employed as fertilizer in agriculture. The *Mālikī*, *Ḥanafī*, and *Shāfi‘ī* schools differ regarding the permissibility of selling such substances, with some jurists permitting the practice and others prohibiting it entirely (Ibn Rushd, 2013).

One example of human utilization in the agricultural sector is the conversion of animal waste into organic fertilizer. This practice has long been established and widely implemented in agricultural communities, including Kemloko Village in Tembarak District. In this village, the majority of residents are tobacco farmers, whose cultivation and crop growth almost invariably depend on the use of manure or animal waste as organic fertilizer. The manure obtained from their own livestock is often insufficient to meet agricultural needs, compelling farmers to procure additional supplies from other sources.

Various forms of contractual arrangements (*‘uqūd*) are employed in these transactions. Some utilize local customary terms such as *merseni* or *ngganti opah ngaritke* (compensation for labor related to feeding and caring for livestock), while many others employ formal sale contracts (*‘aqd al-bay‘*). Nevertheless, some Muslims remain uncertain about the permissibility (*ḥalāl*) of such transactions. This article seeks to contribute a legal clarification regarding the sale of animal manure as organic fertilizer from the perspectives of the *Shāfi‘ī* and *Ḥanafī* schools of Islamic jurisprudence.

Method

This study employs a field research approach, as the data were collected directly from real conditions in the field. The research was conducted in Kemloko Village, Tembarak District, Temanggung Regency. The data sources involved various stakeholders, including community members, local institutions, civil society organizations, and relevant government agencies, thereby providing a comprehensive depiction of the research object. In terms of its analytical

orientation, this research adopts a descriptive-analytical approach, aiming to objectively present and report existing problems, phenomena, social practices, and prevailing viewpoints within the community. In this study, the analysis focuses on the practice of trading animal manure (*pupuk kandang*) in Kemloko Village. This phenomenon is subsequently examined in depth through the lens

Results

Kemloko Village, located in Tembarak District, Temanggung Regency, lies at an altitude of approximately 1,050 meters above sea level. Its geographical conditions are highly conducive to the cultivation of tobacco, as the elevation contributes to the production of high-quality tobacco leaves. Kemloko Village is widely recognized as one of the leading tobacco-producing areas, and the tobacco cultivated there is commonly referred to as Tobacco Srinthil. This designation reflects the superior quality of tobacco seedlings originating from Kemloko, which are considered well suited for cultivation in other regions. One of the most crucial components in tobacco cultivation is the use of manure-based fertilizer derived from livestock waste, particularly from cattle and goats. Farmers in Kemloko have long adhered to the customary practice ('urf) of using organic fertilizer sourced from animal manure. (Muh. Ardi, 2024) Although chemical fertilizers are also employed, manure-based fertilizer remains indispensable, given its essential role in maintaining soil fertility, especially for tobacco plantations. While the majority—indeed, almost all—residents of Kemloko Village own livestock, the manure they produce is often insufficient to meet the demands of tobacco cultivation. Consequently, farmers must purchase additional manure from neighboring villages. This necessity has given rise to the practice of trading animal manure in Kemloko Village. The organic manure traded consists of livestock waste mixed with residual animal feed. Typically, every three months, livestock owners process the manure by turning and relocating it. After another three-month period, the manure is turned again and combined with decomposition agents, which are commercially obtained from agricultural supply stores. This process enhances the fertilizer's effectiveness prior to its use or sale. (Muh. Ardi, 2024)

The practice of trading animal manure in Kemloko Village, Tembarak District, Temanggung Regency has been established for a considerable period and continues to this

day. Such transactions do not contravene the principles of Islamic law (Shari‘a) or the rules of fiqh al-mu‘āmalāt. This is because the contracting parties—the seller and the buyer—engage in the transaction voluntarily and without coercion. Both parties are legally competent (āqil bāligh), being adults of sound mind. Field observations indicate that no transactions are conducted by minors or individuals lacking legal capacity. From the perspective of the legal requirements of the contracting parties (shurūt al-‘āqid), the practice therefore complies with Islamic commercial law. With regard to the object of the transaction, although animal manure is classified as impure (najis) and cannot be purified, the parties involved seek its functional benefit rather than its consumption. In terms of offer and acceptance (ijāb wa-qabūl), the transactions likewise conform to Islamic legal principles, as they involve a transfer of control and ownership (naql al-yad). While the Shāfi‘ī school prohibits the sale of impure substances, the Hanafi school permits such transactions on the basis of recognized utility.

In matters of weighing and measurement, both sellers and buyers mutually acknowledge and agree upon the quantity and weight of the goods being traded. Measurements are commonly conducted using sacks or baskets, and in some cases through a lump-sum system (*borongan*), without precise weighing or measurement. This practice has become customary, and both parties consent to estimation-based measurement. In essence, the validity of the transaction rests upon mutual consent (tarādī) between the seller and the buyer.

Discussion

Islam safeguards human rights in the ownership of property and provides lawful means for individuals to acquire the property of others through prescribed mechanisms. Accordingly, the fundamental principle governing trade in Islam is mutual agreement (tarādī) between the contracting parties, namely the seller and the buyer. As outlined in the principles of mu‘āmalāt, Islamic commercial transactions are governed by several foundational norms.

In Islamic mu‘āmalāt practice, a number of core principles serve as the underlying framework. The principle of mutual consent emphasizes that every transaction must be conducted voluntarily, without coercion. The principle of utility underscores that every

contract or economic activity should generate tangible benefits for the parties involved. Furthermore, the principle of mutual assistance highlights that *mu'āmalāt* activities should foster social solidarity and promote collective well-being. Finally, the principle of permissibility stipulates that transactions are considered valid only when they do not contravene the prohibitions of Islamic law, such as *ribā* (usury), *gharar* (excessive uncertainty), or fraud (Ali, 1991).

Mu'āmalāt occupies a central and indispensable position in Islam, as it constitutes an integral part of human life. It plays a crucial role in sustaining individual livelihoods and ensuring the continuity of society as a whole. The primary objective of *fiqh al-mu'āmalāt* is to realize *maṣlahah*—the attainment of benefit and the prevention of harm—for both individuals and the broader community. Muslim jurists have formulated principles and regulations governing *mu'āmalāt* in order to maintain order and ensure conformity with the provisions established by the *Shārī'a*. One of the fundamental principles emphasized in this legal framework is the prohibition of injustice (*zulm*) and oppression in all forms of commercial transactions and social interactions.

Sale and purchase transactions are among the most frequently conducted forms of *mu'āmalāt*. When carried out in accordance with the rules of Islamic law, they generate substantial benefits for individuals and society. Moreover, trade serves as a means of strengthening social bonds (*ṣilat al-rahim*) through interaction and communication among people. However, when commercial transactions disregard *Shārī'a* principles, they may lead to conflict and social harm. In Islamic jurisprudence, sale (*bay'*) is defined as the lawful exchange of property, benefits, or services for something of equivalent value, without temporal limitation, conducted through legally recognized means. (Badri, 2007)

الأصل في المعاملة إلا بآفة إلا أن يدل دليل على تحريرها

"In principle, all forms of *mu'āmalāt* are permissible, unless there is evidence indicating their prohibition."

The meaning of this legal maxim is that all forms of *mu'āmalāt* and transactions are fundamentally permissible, including sale (*bay'*), leasing (*ijārah*), pledging (*rahn*), partnerships, and other contractual arrangements, except those that are explicitly prohibited. Transactions are deemed

unlawful when they involve harm (mađarrah), deception, gambling (maysir), excessive uncertainty (gharar), or usury (ribā) (Djazuli, 2007).

The implementation of sale and purchase in Islamic teachings must conform to its essential pillars (arkān) and conditions (shurūt), so that the transaction may be considered legally valid according to the Sharī‘a. According to the majority of jurists (jumhūr al-‘ulamā’), the pillars of sale consist of three elements: the contracting parties, the object of sale, and mutual consent (ijāb wa-qabūl) (Fauzan, 2009).

The conditions governing the goods to be exchanged require that the object be clean, complete, not intrinsically contaminated, beneficial, lawfully owned by the seller, and transferable. One of the essential requirements for an object of sale is that it be clean and pure in substance (tāhir al-dhāt). Muslim scholars unanimously agree on the prohibition of trading impure (najis) substances in Islam, such as khamr (intoxicants), carrion, pork, and similar items. However, certain impure substances are considered necessary due to their practical use, such as livestock manure, which is utilized as fertilizer in agriculture. The Mālikī, Ḥanafī, and Shāfi‘ī schools differ regarding the permissibility of selling such substances, with some jurists permitting the practice and others prohibiting it altogether (Ibn Rushd, 2013).

Shāfi‘ī jurists (al-Shāfi‘iyyah) are scholars who adhere to the legal reasoning of Imām al-Shāfi‘ī. Among them is Imām al-Nawawī, who holds that “the sale of impure substances is unlawful, regardless of whether such substances possess beneficial utility or not.” Based on this view, Imām al-Nawawī categorically deems such transactions impermissible, relying on a Prophetic tradition narrated by Ibn ‘Abbās:

عَنْ أَبْنَ عَبَّاسِ السَّابِقِ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: إِنَّ اللَّهَ إِذَا حَرَمَ عَلَى قَوْمٍ شَيْئًا حَرَمَ عَلَيْهِمْ ثَمَنَهُ (رواه ابو دود)

It is narrated from Ibn ‘Abbās (may Allah be pleased with him) that the Messenger of Allah said: “Indeed, when Allah prohibits something for a people, He also prohibits them from selling it.” (Reported by Abū Dāwūd).

Imām al-Shāfi‘ī holds that the manure of animals whose meat is lawful for consumption must nevertheless be classified as impure (najis). This ruling is derived through qiyās (analogical reasoning) by equating it with the manure of animals whose meat

is unlawful to consume. This position is further grounded in the scholarly consensus (*ijmā'*) that all forms of excrement are inherently impure and repugnant to human sensibilities, particularly due to their offensive odor.

Accordingly, Imām al-Shāfi‘ī does not permit the sale of any goods deemed impure, since the criterion of purity (*ṭahārah*) is a decisive factor in determining the permissibility of an object of sale under Islamic law. From this perspective, only items considered pure according to religious norms may lawfully be traded (al-Zuhaylī, 2013).

However, Shaykh Ismā‘il ibn Ismā‘il ibn ‘Uthmān al-Zayn al-Makkī al-Yamānī al-Shāfi‘ī (1352–1414 AH), who served as the Muftī of the Shāfi‘ī school in Mecca al-Mukarramah, explains in his work *Qurrat al-‘Ayn bi Fatāwā al-Shaykh Ismā‘il al-Zayn* that although impure goods are in principle invalid and unlawful (*ḥarām*) to be traded, they may avoid the ruling of prohibition if ownership is transferred through a non-sale mechanism, namely the transfer of control (*naql al-yad*, نقل اليد), rather than through a formal sale contract (*‘aqd al-bay’*).

أن الأشياء النجسة كالسرجين وغيره مما ينتفع به ولو بعد تطهيره كجلد الميّة قبل الدبغ
 لا تسمى مملوكة وإنما يكون فيها من هي في يده نوع اختصاص فلا يجوز بيعها لأن شرط
 المبيع أن يكون ظاهراً ولكن يجوز التنازل عن الاختصاص على شيء معلوم كان يقول من هي
 في يده لآخر نزلت لك عن اختصاص عن هذا السرجين أو عن جلد الميّة أو عن كلب الصيد
 مثلاً على كذا وكذا فيقول قبلت ولا يجوز بلفظ البيع

Impure goods (*al-ashyā’ al-najisah*), such as animal manure and other items that may still be used despite their impurity—such as the skin of an animal that died prior to tanning—are not classified as property (*māl*) in the strict legal sense. Rather, the possessor merely holds a special entitlement (*khuṣūsiyyah*) over them. Consequently, such items may not be sold, since one of the conditions for a valid object of sale is purity (*ṭahārah*). Nevertheless, this special entitlement may be relinquished with respect to a known object. When a person transfers his entitlement over such an item to another, ownership passes to the recipient through the relinquishment of this special right, whether in the case of animal manure, the hide of a dead animal, or a hunting dog, for example. In such cases, the transferee may say, “I accept,” but the transaction must not be framed using the terminology of sale (*bay’*) (al-Zayn, 2021).

The transfer of control (naql al-yad) does not constitute a sale, as it does not involve a formal sale contract ('aqd al-bay'). This may be illustrated by the following exchange:

A: "Do you have goat manure fertilizer?"
 B: "Yes, I do."
 A: "I need one sack; how much is it?"
 B: "I relinquish my ownership right over this goat manure for 20,000 rupiahs."
 A: "I accept."

Scholars of the Ḥanafī school maintain that it is permissible to trade in items classified as impure, such as intoxicating beverages other than khamr, predatory animals like tigers, dogs, and other animals, provided that they offer identifiable benefits. Conceptually, in the Ḥanafī school, sale (bay') is defined as the exchange of property for property through prescribed legal means. This exchange involves items that possess utility and correspond to human needs and inclinations. The prescribed method refers to the expression of offer and acceptance (ijāb wa-qabūl), or an explicit manifestation of mutual agreement.

From the perspective of Imām al-Nawawī, as articulated in al-Majmū', bay' is defined as the exchange of property with the objective of acquiring ownership. Similarly, Ibn Qudāmah defines bay' as the exchange of property with the intent both to acquire and to transfer ownership (Djuwaini, 2010).

The Ḥanafī and Ẓāhirī schools further argue that impure goods from which benefit can be derived are valid objects of sale. They state that it is permissible to sell animal manure and items containing impurity when such impure goods are urgently needed for practical purposes, such as agricultural fertilization or as fuel for heating. In a Prophetic report with a sound chain of transmission (ṣahīḥ isnād) narrated by Imām al-Bayhaqī, Ibn 'Umar (may Allah be pleased with him) was asked about oil derived from a mouse carcass. He replied: "Use the oil for lighting and for cooking food."

Conclusion

First, the practice of trading animal manure (pupuk kandang) conducted in Kemloko Village, Tembarak District, Temanggung Regency is legally valid and does not contravene the principles of Islamic law (Shari'a) or the rules of fiqh al-mu'amalāt. The object of this transaction is livestock manure, specifically from cattle and goats, which under Islamic law is classified as impure (najis) and cannot be purified. However, some participants in these transactions argue that the exchange merely represents compensation for labor, such as

livestock care or reimbursement for effort, rather than a direct sale of the impure substance itself. Moreover, they emphasize that the manure is neither intended for consumption nor for food or drink, but rather for its functional benefit as a soil-enriching fertilizer. Second, differing opinions exist among jurists regarding the legality of trading animal manure in Kemloko Village. The Shāfi‘ī school generally prohibits the sale of animal manure or impure substances, even when mixed with soil or remnants of animal feed. In contrast, the Ḥanafī school maintains that, although impure substances are in principle unlawful to trade, their sale becomes permissible if they provide tangible and beneficial utility. From this perspective, the focus is not on the impurity of the manure itself but on its beneficial function, particularly when combined with soil. Accordingly, the practice of trading animal manure as fertilizer constitutes a matter of juristic disagreement (ikhtilāf). Third, a comparative analysis of the Ḥanafī and Shāfi‘ī schools demonstrates that their divergent rulings on the sale of animal manure stem from differing legal requirements concerning the object of sale. The Ḥanafī school permits such transactions, as it does not stipulate purity (ṭahārah) as a condition for the validity of tradable goods; rather, it considers any item possessing recognized value and utility for human needs to be eligible for sale. This includes animal manure that can be beneficially used as agricultural fertilizer. Conversely, the Shāfi‘ī school requires that the object of sale be intrinsically pure, and thus prohibits the sale of animal manure even when it yields practical benefits for crop fertilization. In light of these divergent positions, the author adopts the *uṣūl al-fiqh* principle of *al-jam‘ wa al-tawfiq*, seeking to reconcile the two juristic views. Based on this approach, greater support is accorded to the Ḥanafī position, which permits the sale of animal manure. Historically, the utilization and trade of manure-based fertilizer were practiced during the early generations of Muslims without recorded objection, indicating its permissibility (*mubāh*). Had such utilization or trade constituted falsehood or moral wrongdoing, it would not have gone unchallenged by the leading scholars of the major Islamic centers of earlier periods.

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