

## The Joint Hireling and its Application: Problems and Solutions in Light of Sharia (*The Case of Tailors in Kano City*)

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### Abstract

Financial transactions are among the most significant aspects addressed by Islamic Sharia due to their role in stimulating economic activity in both Islamic and non-Islamic societies. One such financial transaction that plays a vital role in fostering love, harmony, and cooperation within communities, in addition to facilitating the circulation and growth of wealth, is leasing (Ijarah) in its various forms. Researchers, both classical and contemporary, have examined leasing due to its central role in people's lives today, especially as it evolves into new and innovative forms not seen in previous eras. This research employs a qualitative methodology, using both analytical and inductive approaches to examine the concept of leasing and its modern applications. It focuses particularly on one form of leasing—joint employment (Ijarah Mushtarakah)—highlighting its challenges, compatibility with Islamic Sharia, and clarifications regarding its rulings. The research identifies numerous issues arising from one or both contracting parties, which affect the proper execution of agreements. These challenges hinder the fulfillment of contracts and require resolution through solutions grounded in Islamic Sharia. Furthermore, the study emphasizes that the joint hireling's hand is one of liability, holding them accountable for any losses under their care, even in the absence of negligence, according to the dominant opinion.

**Keywords:** Joint Hireling, Leasing, Tailor, Kano, Sharia

### Introduction

Praise be to Allah, the Generous, who says: "Do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is ever Merciful to you." (Surah An-Nisa: 4:29) May peace and blessings be upon the one sent as a mercy to the worlds, our Prophet Muhammad, who brought guidance and the religion of truth to prevail over all religions, even if the disbelievers detest it.

This study focuses on the topic, "The Joint Hireling and Its Application: Problems and Solutions in Light of Islamic Sharia (The Case of Tailors in Kano City)," aiming to explore the Islamic

rulings related to this topic as divine obligations. It also seeks to demonstrate the comprehensiveness and superiority of Islamic Sharia over other systems.

The paper is significant as it examines the concept of the joint hireling (Ijarah Mushtarakah) in the context of tailors in Kano City, highlighting the challenges faced by this profession and offering solutions rooted in Islamic Sharia. The findings will provide a deeper understanding of how Islamic law addresses contemporary issues in employment and contractual obligations.

### Objectives of the Study

- Clarifying the Islamic rulings on leasing, with a focus on practical applications.
- Showcasing the comprehensiveness and beauty of Islamic Sharia and its capacity to direct people's economic and social lives.
- Assessing the application of joint employment in Kano, highlighting its pros and cons based on Sharia compliance.

### A Brief Overview of Kano State

#### *The Establishment of Kano as a State*

Kano State is located in the north-central region of Nigeria and is the second-largest city in the country after Lagos. It is situated among the three Hausa regions: western, eastern, and central, covering an area of approximately 20,131 square kilometers. The state shares its borders with Katsina State to the northwest and northeast, Jigawa State to the southeast, Bauchi State to the south, and Kaduna State to the southwest<sup>1</sup>.

Kano is one of the oldest cities in Hausaland, with a history dating back roughly 1,000 years<sup>2</sup>. There are varying accounts regarding the origins of its inhabitants. One narrative suggests that a group of archers arrived in the area during a hunting expedition and eventually settled there. As their numbers grew, they cultivated the land and brought their families to join them. Their agricultural success led to prosperity, attracting people from famine-stricken areas nearby. Initially, they lived without a ruler and were under the authority of the Emir of Daura<sup>3</sup>. However, due to internal disputes and the need for governance, the Emir sent one of his sons, Bagauda<sup>4</sup>, to govern them. Bagauda, accompanied by his father's servants, became their ruler, earning the title "Bekano," from which the name Kano is derived<sup>5</sup>.

Another theory posits that Kano's original inhabitants were blacksmiths who settled around Dalla Hill<sup>6</sup>, where they crafted tools for war and agriculture<sup>7</sup>. A third perspective suggests that the first settlers were hunters whose origins remain unknown. These hunters descended from the hills surrounding the current city site, such as Dalla Hill, Goron Dutse Hill, Magwan Hill, and Fansu Hill<sup>8</sup>.

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<sup>1</sup> - Zahra'u Ibrahim Waya. (2000). *Kano da Masarauta Jiya da Yau*. Gaskiya Corporation, pp. 3-4 (edited).

<sup>2</sup> - Al-Ilory, A. A. *Mujaz Tarikh Najiriya* [A Brief History of Nigeria]. Beirut: Dar Maktabat Al-Hayat, p. 81 (no publication date).

<sup>3</sup> - A province located in Katsina State, on the northern and western borders with Kano City.

<sup>4</sup> - Bagauda bin Bawo bin Abayaji, a pagan unfamiliar with any religion, ruled for fifty years. He died in 1065 CE. See: Fandaki, Sheikh Adam Namaj. *Al-I'lan bi Tarikh Kano* [The Announcement on the History of Kano], p. 17 (manuscript).

<sup>5</sup> Al-Fundiki, Sheikh Adam Namaj. *Al-I'lan bi Tarikh Kano*, p. 11 (same reference as above).

<sup>6</sup> - A large hill situated in the center of Kano City.

<sup>7</sup> - Al-Ilory, A. A. *Mujaz Tarikh Najiriya* [A Brief History of Nigeria], p. 81 (same reference as above).

<sup>8</sup> - Dokaji, A. A. *Ibad*, p. 5 (edited).

Kano was formally established as a state in April 1968 after previously being part of Nigeria's northern regions. It initially consisted of four emirates: Kano, Wudil, Gaya, and Kazaure, with Kano City as the state capital. It quickly became the most populous state in Nigeria. In 1991, Kano was divided to form Jigawa State, creating the current boundaries.

Today, Kano State has a population exceeding nine million<sup>9</sup>, making it the most populous state in Nigeria. It is predominantly inhabited by the Hausa ethnic group, constituting 70% of the population, followed by the Fulani at 20%. Other minority ethnic groups, including Yoruba, Igbo, Kanuri, and others, account for the remaining 10%. As with other parts of northern Nigeria, the population is concentrated in local government areas, and Kano State comprises 44 such areas.

### **Social, Economic, and Cultural Conditions of Kano**

It is well known that every people possess their unique social, economic, and cultural customs and traditions. This holds true for the people of Kano, whose customs have evolved over time. Some customs have been preserved, while others have been abandoned, especially those adhered to by the early inhabitants. The majority of these early inhabitants were pagans governed by a king who simultaneously served as a priest and hunter. This ruler, known as *Barbushe*, lived in isolation and wielded power through strength and fame. Leadership in their society was reserved for either a hero with extraordinary strength or a priest with a strong connection to their idol, which they worshipped. In *Barbushe*, both qualities were combined, making him the natural leader<sup>10</sup>.

These traditions were evident in various aspects of life, including marriage, childbirth, childrearing, weaning, circumcision, and more.

However, with the arrival of Islam, many of these objectionable customs were replaced with virtuous practices. The people of Kano became distinguished by their adherence to Islamic ethics, such as hospitality and respect for guests. They also displayed a strong commitment to religion, dedicating themselves to reading and memorizing the Qur'an and engaging in Islamic sciences. This transformation is vividly described in the book *Al-I'lan bi Tarikh Kano*<sup>11</sup>. The fertile lands of Kano, enriched by numerous rivers and waterways, have made it highly suitable for agriculture. Historically, the state played a pivotal role in agricultural production and became famous for its groundnut (peanut) pyramids, which symbolized Kano's economy before the discovery of petroleum. Other prominent agricultural products include cotton, hides, rice, and millet, many of which were exported to countries like England and France, as well as other European nations.

Kano is also a major commercial hub in Nigeria and West Africa. Its markets attract traders from various regions who engage in the import and export of diverse goods. Among these markets is the famous *Kasuwar Kurmi*, one of the oldest markets in West Africa, frequented

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<sup>9</sup> - Based on the 2006 census. See: Muhammad Ahmad. (2006). *Qidauniyar Najeriya 2006* [The Statistics of Nigeria 2006]. Kano: Kano Printing Press, p. 12.

<sup>10</sup> - Cibiyar Nazarin Harsunan Nigeria, Jami'ar Bayero Kano. (1998). *Rayuwar Hausawa*. London, Great Britain, pp. 7-25 (edited).

<sup>11</sup> - Al-Fandaki, *Al-I'lan bi Tarikh Kano* [The Announcement on the History of Kano], pp. 47-48 (previous reference).

by global traders. Other notable markets include *Kantin Kwari*, *Wambai Market*, *Sabon Gari Market*, and *Dawano Market*, renowned for their agricultural produce<sup>12</sup>.

Additionally, Kano is recognized for its artisanal and inherited crafts, such as dyeing, shoemaking, weaving, and other traditional industries.

Culturally, Kano State is deeply influenced by Islamic and Arabic traditions, as is evident throughout the Islamic world. One of the key factors behind the widespread presence of Islamic culture and the Arabic language in Kano was the influx of scholars and traders from across the African continent. These visitors were often allocated specific quarters within the old city, where they engaged in both commercial and academic activities<sup>13</sup>.

The rich cultural fabric of Kano was further strengthened by visits from renowned scholars of the Arab and Islamic world, such as Shaykh Muhammad ibn Abd al-Karim al-Maghili<sup>14</sup>. Shaykh al-Maghili played a significant role in the establishment of Kano's Islamic state. He advised the Emir of Kano to form a consultative council comprising the vizier, the judge, the imam, and other state officials. Shaykh al-Maghili himself served as a judge and mufti in Kano, authored numerous books, and taught various disciplines.

The reform movement initiated by Shaykh Usman Dan Fodio in the early 19th century had a profound impact on the dissemination of Arabic and Islamic culture in Kano. This movement elevated Arabic and Islamic culture to a position of prominence, making Arabic the official language of the state. Qur'anic schools played a significant role in laying the foundation for this cultural transformation, alongside Qur'anic competitions that further spread these traditions widely. The advent of printing in Arabic script also played a vital role in promoting and disseminating this culture.

The visits of prominent scholars to Kano and their subsequent settlement contributed significantly to the development of Islamic culture. Among these scholars was Shaykh Abd al-Rahman al-Zaiti, who resided in the Madabo district at the heart of Kano City. He engaged actively in da'wah (propagation) activities in the Emirate of Kano. His method of da'wah was characterized by his focus on interpreting Qur'anic verses, especially those addressing belief in predestination, and Prophetic traditions that promise paradise to believers<sup>15</sup>. His success in this effort can be attributed to his skillful use of persuasive, clear, and uncomplicated methods, coupled with his exemplary personal conduct, both in word and action. As a result, many residents of Kano embraced Islam willingly and with a positive spirit.

Following this, around 1452–1462 CE, a wave of Fulani migration to Kano occurred, as they perceived the region to be safe<sup>16</sup>. Among the prominent scholars during this period was

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<sup>12</sup> - Gladenchi, Shaykh Ahmad. *Harakat al-Lughah al-'Arabiyyah wa Adabiha fi Najiriya* [The Movement of the Arabic Language and Literature in Nigeria]. 2nd Edition. Africa Library, 1414 AH/1993 CE, p. 39 (edited).

<sup>13</sup> - Usman Asan. (1972). *Islamic Society in Nigeria – Its Implication for Educational and Social Growth: A Case Study of Kano State*. Unpublished PhD Dissertation, University of Wales, p. 21.

<sup>14</sup> - Shaykh Muhammad bin Abd al-Karim, one of the most intelligent scholars known for their profound knowledge and understanding, belonged to the Maghila tribe of Morocco. Born in 790 AH, he died in 870 AH. See: Muhammad bin Muhammad bin Ahmad Abu Abd Allah al-Mutbuli. *Al-Bustan fi Dhikr al-Awliya wa al-'Ulama bi-Tilimsan* [The Garden in the Mention of Saints and Scholars of Tlemcen], p. 256.

<sup>15</sup> - Malam Lawan Dambazau. *Tarikh Dukhul al-Islam fi Kano* (The History of the Arrival of Islam in Kano). Manuscript. Also see: Hasan, Dr. Isma'il Idris. *Hayat al-Shaykh Ali bin Muhammad al-Kumasi al-Kanawi wa Atharuhu* (The Life and Works of Shaykh Ali bin Muhammad al-Kumasi al-Kanawi), p. 27. Publisher: Ghadan Dabino for Printing. First Edition, 1426 AH/2005 CE.

<sup>16</sup> - Ali Abubakar, Dr. (1972). *Al-Thaqafah al-'Arabiyyah fi Najiriya* (Arabic Culture in Nigeria), p. 40.

Shaykh Muhammad ibn Abd al-Karim al-Maghili, who visited Kano and Katsina between 1463 and 1399 CE. Upon the request of the Sultan of Kano, Shaykh al-Maghili authored a concise treatise titled *Risalat al-Maghili*. This treatise provided guidance to the ruler on permissible measures for preventing people from engaging in prohibited acts. A copy of this treatise was presented to the Emir of Kano, and another was sent to the Emir of Katsina<sup>17</sup>. Shaykh al-Maghili's arrival in Kano marked a turning point in the intellectual history of the region. He was particularly influential in advancing the fields of logic and politics, establishing himself as a pioneer in these disciplines, and laying the groundwork for their development in Kano<sup>18</sup>.

Another scholar of note was Shaykh Abdu Salam, who brought with him foundational Islamic texts such as *Al-Mudawwanah* and *Al-Jami' al-Saghir*. Additionally, Shaykh al-Qadi Muhammad ibn Ahmad ibn Abi Muhammad played an essential role in the region. Among the most notable figures was Imam Jalal al-Din al-Suyuti, who developed a close relationship with the Emir of Katsina. Evidence suggests that Imam al-Suyuti visited the emirate, teaching and issuing fatwas during his stay. He returned to Egypt in 876 AH (1471 CE), yet maintained correspondence with the scholars of Kano and Katsina. This exchange highlights the robust Islamic connections between Hausaland and the broader Islamic world, including Egypt, the Hijaz, and other regions<sup>19</sup>.

Kano also became a center of intense scholarly debates among its scholars. These debates significantly enriched Arabic and Islamic culture, leading to the authorship of numerous books<sup>20</sup>.

Additionally, the emirs' commitment to establishing formal Islamic schools, in collaboration with local scholars, greatly contributed to the cultural development of Kano society. This initiative positioned Kano as a leading center in Arabic language mastery and Islamic studies, surpassing its neighboring cities in these areas.

### The Introduction of Islam to Kano State

Determining the exact period when Islam first arrived in Kano has proven challenging for scholars in this field. However, there is a general consensus that the people of Katsina were the first to introduce Islam to Kano in the 13th century CE. This assumption is based on the fact that Katsina, located on the caravan route connecting Timbuktu to Borno and Egypt, was one of the earliest Hausa cities to experience civilization and urban development. In the mid-12th century CE, Katsina hosted a major market frequented by Berbers, Wangara traders, and Arabs<sup>21</sup>.

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<sup>17</sup> - Al-Ilory, *Al-Islam fi Najiriya* (Islam in Nigeria), previous reference, pp. 83-88.

<sup>18</sup> - Dr. Hasan, *Hayat al-Shaykh Ali al-Kumasi*, previous reference, p. 28.

<sup>19</sup> - See: Al-Fandaki, *Al-I'lan bi Tarikh Kano*, previous reference, pp. 52-53.

<sup>20</sup> - This is evidenced by the debate on the practice of *qabdh* (placing the hands on the chest during prayer) versus *sadl* (letting the hands hang by the sides). This debate resulted in the production of several works. Proponents of the preference for *sadl* authored books such as *Qam' al-Fasad fi Tafdil al-Qabdh 'ala al-Sadl fi Hadhihi al-Bilad* by Shaykh Muhammad al-Nasir Kabara Kano, leader of the Qadiriyyah order across Africa, and *Daleel al-Sadl* and *Fath al-Hukm al-Adl fi Ta'yid Sunnat al-Sadl*, both by Shaykh Ali bin Muhammad al-Kumasi. On the opposing side, *Sabeel al-Rashad fi al-Radd 'ala Mu'allif Qam' al-Fasad* by Shaykh Muhammad al-Thani al-Kafingi critiqued the former works. For further details, refer to Dr. Hasan, *Hayat al-Shaykh Ali al-Kumasi*, previous reference, pp. 239-346.

<sup>21</sup> - Al-Ilory, A. A. *Al-Islam fi Najiriya* (Islam in Nigeria), previous reference, pp. 31-32 (edited).



Historians have recorded that the people of Kano were introduced to Islam through the Wangarawa, who had migrated from Katsina. The Wangarawa, in turn, had embraced Islam through their interactions with Arabs and Berbers.

Scholars hold differing views regarding the first Hausa king to convert to Islam. Some researchers assert that the first king to embrace Islam was Usman Zamnagawi<sup>22</sup>, during whose reign a group of scholars visited the city, befriended him, and encouraged him to accept Islam. It is said that he eventually performed the prayer but later died as a result, according to some accounts.

Others believe that the first Hausa king to accept Islam was the 11th ruler in the Habe dynasty, Ali Yaji bin Tsamia<sup>23</sup>, who reigned during the 13th century CE. He was invited to Islam by the Wangarawa and subsequently converted. After his conversion, he commanded his subjects to spread Islam and constructed a mosque at the site of a tree previously used for idol worship. Ali Yaji is credited with significant efforts to propagate Islam in Kano, including launching campaigns against pagan practices.

Following him, subsequent rulers continued these efforts until the reign of Muhammad Rumfa<sup>24</sup> (1463–1499 CE), who dedicated himself to the promotion of Islam and Arabic culture, elevating the city's reputation. During his reign, Shaykh Muhammad ibn Abd al-Karim al-Maghili al-Tilimsani visited Kano. This visit left a profound and lasting impact on the kingdom<sup>25</sup>.

Historians often highlight the role of ruling families or military conquests in the spread of Islam to new regions. This narrative is partly due to the early Arab historians who first documented the history of these lands. They prioritized the accounts of Islamic conquests and equated the Islamization of a region with the conversion of its rulers or its capture by Muslim forces<sup>26</sup>.

### Literature Review

The topic of sales (buyū') in general, and ijārah (leasing or employment contracts) in particular, have been addressed by numerous scholars and researchers in their books and studies. However, researchers have yet to encounter a study that comprehensively examines the topic of "The Joint Hireling and Its Application: Problems and Solutions in Light of Islamic

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<sup>22</sup> - Zamnagawi ibn Randa: His mother was Kamima, and he was known as *Gaqan 'Uquqma*. During his reign, many people were killed. He was exceptionally strong, highly arrogant, and ruled for nine years. He died in 1352 CE. See: Al-Fandaki, *Al-I'lan bi Tarikh Kano* (The Announcement on the History of Kano), previous reference, p. 19.

<sup>23</sup> - Yaji ibn Gaqan Fuqoma ibn Randa ibn Dawud: Known for his intensity and strength from a young age, he was given the nickname "Yaji" (*washi* in Hausa, meaning "fire"). He ruled for 20 years, born in 1293 CE, and died in 1305 CE. See: *Al-I'lan bi Tarikh Kano*, previous reference, p. 20.

<sup>24</sup> - Muhammad Rumfa: He was nicknamed *Rumfa*, meaning "tent" or "roof of a house." The nickname arose because he often wandered at night and rarely returned home before midnight. His food was frequently stolen by dogs, prompting his servants to store it on the roof. Hence, he was called *Muhammad sahib 'asha' sath al-bayt* (Muhammad, the man of rooftop dinners). He ruled for 30 years, born in 1436 CE, and died in 1499 CE. See: *Al-I'lan bi Tarikh Kano*, previous reference, p. 22.

<sup>25</sup> - Al-Ilory, A. A. *Al-Islam fi Najiriya wa al-Shaykh Usman Dan Fodio* (Islam in Nigeria and Shaykh Usman Dan Fodio), p. 33. Publisher: Dar Maktabat al-Hayat, Beirut, Lebanon. 2nd Edition, 1971 (edited).

<sup>26</sup> - Galadanchi, A. *Harakat al-Lughah al-'Arabiyyah wa Adabiha fi Najiriya* (The Movement of the Arabic Language and Literature in Nigeria), previous reference, p. 28 (edited).

Sharia (*The Case of Tailors in Kano City*), (al-ajīr al-mushtarak wa-aḥkāmuhu al-taṭbīqiyah, mashākil wa-ḥulūl fī ḍaw' al-sharī'ah al-Islāmiyyah, wilāyat Kano namūdhajan)

In contrast, there are numerous general studies on the rulings of ijārah, some of which are: "Al-Ijārah bi-Juz' min al-'Amal, Ṣuwaruhā – Ḥukmuhā – Takayyufuhā", by Dr. 'Abd al-Raḥmān ibn 'Uthmān al-Jula'ūd, Associate Professor, Department of Islamic Culture, College of Education, King Saud University, Riyadh, Saudi Arabia. Published in *Majallat al-'Adl* (Journal of Justice), Issue 37, Muḥarram 1429 AH.

#### Points of Agreement with the Current Study

- Definition of ijārah.
- The rulings and conditions for the validity of ijārah.
- Examination of ijārah bi-juz' min al-'amal (leasing a portion of work) as a subset of joint ijārah.

#### Points of Divergence

- While the previous study focused solely on ijārah bi-juz' min al-'amal, the current research provides a comprehensive study of the rulings surrounding al-ijārah al-mushtarakah (joint leasing) in all its jurisprudential dimensions.
- The current study is geographically limited to Kano State, focusing on practical applications in this specific region.

"Al-Ijārah bayn al-Fiqh al-Islāmī wa-al-Taṭbīq al-Mu'āṣir", by Shaykh Muḥammad 'Abd al-'Azīz Ḥasan Zayd. Published by the International Institute of Islamic Thought, Cairo, 1417 AH / 1996 CE.

#### Points of Agreement with the Current Study

- The general definition of ijārah and clarification of its conditions, pillars, and rulings.
- Discussion on leasing in contemporary Islamic finance.
- Application of leasing frameworks.

#### Points of Divergence

- The previous study specialized in examining the rulings of ijārah and its contemporary applications, alongside its legal perspectives. The current research, however, refrains from delving into any legal positions, whether domestic or international.
- The previous study did not include all rulings of al-ijārah al-mushtarakah but focused on contemporary applications of ijārah. The current study, by contrast, comprehensively addresses all rulings related to al-ajīr al-mushtarak (joint employees) with a specific application to tailoring.
- The primary aim of the current research is to highlight the role of joint employees, particularly in tailoring, and to address the challenges associated with this transaction. In contrast, the previous study did not focus on al-ajīr al-mushtarak.

"Al-Ijārah al-Muntahiyah bi-al-Tamlīk – Dirāsah Fiqhiyyah Muqāranah", by Dr. Muḥammad ibn Sulaymān ibn 'Uthmān al-Munayyī, Assistant Professor, Department of Judiciary, Umm al-Qura University, Makkah, Saudi Arabia. Published in *Majallat al-'Adl* (Journal of Justice), Issue 13, Muḥarram 1422 AH.

### Points of Agreement with the Current Study

The research of Shaykh Muḥammad and the current study intersect in their discussion of *ijārah*. Both clarify its meaning and address its essential rulings, such as conditions and pillars.

### Points of Divergence

- Shaykh Muḥammad's research focuses solely on *ijārah al-muntahiyah bi-al-tamlīk* (lease-to-own contracts) and some of its contemporary applications. The current study, on the other hand, concentrates on one specific type of *ijārah*, namely *al-ijārah al-mushtarakah* (joint leasing).
- The aim of the current study is to provide a detailed examination of the rulings and practical applications of *al-ajīr al-mushtarak*, with a focus on tailoring. Shaykh Muḥammad's research, by contrast, does not address the concept of *al-ajīr al-mushtarak* or its challenges.

### The Concept of Joint Leasing

This section begins by defining *ijarah* both linguistically and terminologically, as is customary in scholarly research, to provide clarity before delving into the subject. The linguistic definition precedes the terminological one.

### Linguistic Definition of Ijarah

The term *ijarah* is derived from the root *ajara* (*ya'juru, ajran*), meaning reward or compensation for work, including divine recompense. For instance, the phrase "*Ajrah Allah*" means "May Allah reward you." To say "*Ajarah*" is to provide compensation. The plural form of *ajr* (reward) is *ujur*, similar to *fulus* (money) from *fals*. The term *ujrah* refers to rent or wages, with the plural being either *ajur* (e.g., *ghurfah, ghuraf*) or *ujrat* (by opening or closing the initial consonant). The word *ajir* (hireling) is a derivative noun that pluralizes as *ujara*, similar to *sharif* and *shurafa*<sup>27</sup>.

### Terminological Definition of Ijarah

Among jurists, definitions of *ijarah* vary, but the one most agreed upon is:

"*Ijarah is a contract over a lawful, intended benefit for a specified period, in exchange for known compensation*<sup>28</sup>."

This definition highlights that *ijarah* involves contracting for the utility or benefit of something rather than its substance. The benefit must be lawful and not forbidden, and it must be limited to a specified period. If the duration is indefinite or forbidden, the contract becomes invalid. Furthermore, the compensation must be known, excluding ambiguous or undefined payments.

<sup>27</sup> - Al-Ifriqi, Muhammad ibn Manzur (Ibn Manzur). *Lisan al-'Arab* (The Tongue of the Arabs), Vol. 3, p. 65. Publisher: Dar al-Ma'arif Press (no publication date); Al-Firuzabadi, Al-Allama Majd al-Din Muhammad ibn Yaquub. *Al-Qamus al-Muhit* (The Comprehensive Dictionary), Vol. 1, p. 362. Publisher: Al-Amiriyya Press, 1301 AH.

<sup>28</sup> - Al-Marghinani, Burhan al-Din Abu al-Hasan Ali ibn Abi Bakr. *Al-Hidayah Sharh Bidayat al-Mubtadi* (The Guidance: A Commentary on the Beginner's Guide), Vol. 3, p. 546. Publisher: Al-Maktaba al-Islamiyya (no publication date); Al-Dasuqi, Shams al-Din Muhammad ibn Arafah. *Hashiyat al-Dasuqi 'ala al-Sharh al-Kabir* (Al-Dasuqi's Marginal Notes on the Major Commentary), Vol. 4, p. 2. Publisher: Dar Ihya' al-Kutub al-'Arabiyya, Issa al-Babi al-Halabi & Partners (no publication date); Al-Shirbini, Shams al-Din Muhammad al-Khatib. *Mughni al-Muhtaj ila Ma'rifat Alfaz al-Minhaj* (The Sufficiency of the Needy in Understanding the Terms of the Minhaj), Vol. 2, p. 449. Publisher: Dar al-Ma'rifa, Beirut, Lebanon. 1st Edition, 1418 AH/1997 CE.; Al-Bahuti, Mansur ibn Yunus ibn Salah al-Din. *Kashshaf al-Qina'* (The Unveiler of the Veil), Vol. 3, p. 546.



### Definition of Joint Leasing (Ijarah Mushtarakah)

Joint leasing refers to: "A contract for a lawful benefit of a hireling shared by multiple individuals."

This definition implies that joint leasing involves a contract where a hireling offers a lawful service to multiple clients<sup>29</sup>. The agreement establishes a mutual understanding between the hireling (lessor) and the lessees (clients) regarding the shared service.

By distinguishing *ijarah mushtarakah* from general leasing, this definition emphasizes its collaborative nature, where both the provider and recipients benefit collectively.

### The Legitimacy of Joint Leasing

This section provides a brief explanation regarding the legitimacy of joint leasing, beginning with a general discussion on the permissibility of leasing in Islamic law, followed by an exploration of the specific legitimacy of joint leasing.

Leasing (*ijarah*) is generally permissible in Islam according to the Qur'an, the Sunnah, and the consensus of scholars. Numerous verses in the Qur'an support its permissibility. For instance, Allah says: "And if they breastfeed for you, then give them their payment." (At-Talaq, Verse 6)

Another verse recounts the words of one of the daughters of Prophet Shu'ayb (peace be upon him): "O my father, hire him. Indeed, the best one you can hire is the strong, the trustworthy." (Surah Al-Qasas, 28:26)

This verse is used to argue the permissibility of leasing, as it was cited by those who maintain that the law of previous nations is applicable to us unless abrogated. These verses, in their context, indicate the permissibility of leasing contracts in Islam.

As for the specific issue of *ijarah mushtarakah* (joint leasing), the legitimacy of leasing in general, as evidenced by both the Qur'an and the Sunnah, applies to joint leasing as well.

There are several hadiths that further demonstrate the legitimacy of leasing. One of the most famous is: "Give the worker his wages before his sweat dries<sup>30</sup>." (Sunan Ibn Majah)

This hadith indicates the permissibility of leasing, as the Prophet (peace be upon him) instructed to pay the worker promptly. If leasing were prohibited, the Prophet would have forbade the practice rather than commanding the payment of wages.

Additionally, the Prophet (peace be upon him) said: "Whoever hires a worker, let him agree on the wage before work commences<sup>31</sup>." (Sunan Ibn Majah)

Another narration from Ibn Abbas (may Allah be pleased with him) states: "The Prophet (peace be upon him) had cupping done, and he paid the cupper his wage."<sup>32</sup>

<sup>29</sup> - In the absence of a specific definition for joint leasing (*al-ijarah al-mushtarakah*), the researcher derived the definition from the general concept of the joint hireling (*al-ajir al-mushtarak*).

<sup>30</sup> - Narrated from the hadith of Abu Huraira, Ibn Umar, Jabir, and Anas. The hadith of Abu Huraira was narrated by Abu Ya'la in his *Musnad*, the hadith of Ibn Umar was reported by Ibn Majah in his *Sunan*, Hadith No. (2443), the hadith of Jabir was reported by Al-Tabarani in his *Mu'jam al-Saghir*, and the hadith of Anas was narrated by Abu Abd Allah Al-Tirmidhi Al-Hakim in his book *Nawadir al-Usool*. Ibn Hajar stated that all of these hadiths are weak. See: Al-Zayla'i, Jamal al-Din, Abu Muhammad, Abdullah ibn Yusuf. *Nail al-Rayah li-Ahadeeth al-Hidayah* with the commentary *Bughiyat al-Alma'i fi Takhreej al-Zayla'i*. Publisher: Al-Rayan Printing and Publishing - Beirut, Lebanon / Dar al-Qiblah for Islamic Culture - Jeddah, Saudi Arabia. First Edition, 1418 AH / 1997 CE.

<sup>31</sup> - Narrated by Abdul Razzaq in his *Musannaf* from Abu Huraira and Abu Sa'id al-Khudri. Also narrated by Muhammad ibn al-Hasan in his book *Al-Athar*, with a break in the chain. The narration was connected by Al-Bayhaqi through Abu Hanifa, Hadith No. (11985). Abu Zar'ah said that the correct narration is *mawquf* (saying of Abu Sa'id). See the previous source, p. 130.

<sup>32</sup> - Al-Bukhari, Muhammad ibn Ismail. *Sahih al-Bukhari*, Book of Leasing, Chapter on the Earnings of the Cupping, Hadith No. (2278), p. 177. Publisher: Dar al-Salam for Publishing and Distribution, Riyadh (no publication date).

These hadiths confirm the permissibility and the proper handling of leasing arrangements in Islam. They affirm that leasing and paying workers for their services is an established practice in Islamic law.

### The Pillars and Conditions of Joint Leasing

Regarding the pillars of joint leasing, they are the same as those of regular leasing, but the number of pillars differs between the Hanafi school and the majority of scholars. According to the Hanafi school, there is only one pillar of leasing, which is the offer and acceptance, using words that indicate this, such as *ijarah*, *istijar*, *iktira'*, and *ikra'*. When these terms are used, the pillar is complete<sup>33</sup>.

For the majority – the Maliki, Shafi'i, and Hanbali schools – the pillars of leasing are four: the two contracting parties (the lessor and the lessee), the contract terms (offer and acceptance), the payment (wage), and the benefit (the service or use being leased)<sup>34</sup>. These are the pillars of leasing according to both the Hanafi school and the majority of scholars.

As for the conditions of joint leasing, they are the same as the general conditions of leasing, and they are divided into four categories: conditions of formation, conditions of effectiveness, conditions of validity, and conditions of obligation.

The conditions of formation include three types: those related to the contracting parties, those related to the contract itself, and those related to the location of the contract.

For the contracting parties, the condition is that they must be mentally competent, meaning that both parties must be of sound mind. A contract of leasing is not valid if made by someone who is insane or an immature child. There is no requirement for maturity for the formation or effectiveness of the contract according to the Hanafi school. If a distinguishing child leases their property or services, the contract is valid if the child has been authorized to do so; otherwise, it is subject to the approval of their guardian<sup>35</sup>. According to the Maliki school, distinction (the ability to differentiate right from wrong) is required for leasing, and maturity is required for the contract to be effective. Thus, if a distinguishing child leases themselves or their goods, the contract is valid, but it requires the approval of their guardian<sup>36</sup>. According to the Shafi'i and Hanbali schools, the requirement for validity is the condition of legal responsibility (*takhalluf*), meaning maturity and sound mind, since leasing is a contract of responsibility in life, similar to a sale<sup>37</sup>.

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Muslim, Muslim ibn al-Hajjaj. *Sahih Muslim*, Book of Irrigation, Chapter on the Permissibility of Cupping Payment, Hadith No. (1577), pp. 951–952. Publisher: Dar al-Salam for Publishing and Distribution, Riyadh (no publication date).

<sup>33</sup> - Al-Kasani, Alaa' al-Din. *Badai' al-Sana'i' fi Tartib al-Shara'i* (The Marvels of Craftsmanship in the Arrangement of Laws), Vol. 4, p. 174. Publisher: Dar al-Kitab al-Arabi, Beirut, Lebanon, 1982.

<sup>34</sup> - Ibn Juzay, Muhammad ibn Ahmad. *Al-Qawanin al-Fiqhiyyah* (The Juridical Laws), Vol. 1, p. 171.; Al-Nawawi, Abu Zakariya Muhammad ibn Sharaf. *Rawdat al-Talibin wa 'Umdat al-Muftin* (The Garden of the Seekers and the Core of the Muftis), Vol. 5, p. 173. Translated by Zuhair al-Shawish. Publisher: Al-Maktabah al-Islamiyyah, Beirut – Damascus – Amman. 3rd Edition, 1412 AH / 1994 CE.

<sup>35</sup> - Al-Kasani, *Badai' al-Sana'i'*, Vol. 4, p. 176.

<sup>36</sup> - Al-Dardir, Muhammad ibn Ahmad. *Hashiyat al-Dasuqi 'ala al-Sharh al-Kabir* (Al-Dasuqi's Marginal Notes on the Major Commentary), Vol. 4, p. 3. Publisher: Dar al-Fikr, (no publication date).

<sup>37</sup> - Al-Shirbini, *Mughni al-Muhtaj* (The Sufficiency of the Needy), Vol. 2, p. 232.; Ibn Qudamah, Abdullah ibn Ahmad. *Al-Mughni fi Fiqh al-Imam Ahmad ibn Hanbal al-Shaybani* (The Encompassing Guide in the Jurisprudence of Imam Ahmad ibn Hanbal), Vol. 5, p. 398. Publisher: Dar al-Fikr, Beirut, Lebanon. First Edition, 1405 AH.

Regarding the conditions for the effectiveness of the contract, it is required that ownership or authority (*wilayah*) is present. Therefore, a leasing contract made by someone without ownership or authority (a mere intermediary) is not effective. The contract is considered void and subject to the approval of the owner, according to the Hanafi and Maliki schools, similar to the rules regarding a sale contract. This differs from the Shafi'i and Hanbali schools, where such a contract would be considered invalid from the outset<sup>38</sup>.

As for the conditions of validity in joint leasing, they are divided into several categories, including conditions related to the contracting parties, the subject of the contract, the payment (*wage*), and the contract itself. These conditions are:

- a. Consent of the contracting parties: The consent of both parties is required, just as in a sale contract. Allah says: "*O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent.*" (An-Nisa, Verse 29) Leasing is considered a form of trade because it involves the exchange of money for a service.
- b. The subject of the lease must be known: The benefit derived from the leased item must be known in a way that prevents dispute. If the benefit is uncertain and leads to potential disagreements, the contract is invalid. This uncertainty would hinder the delivery of the agreed-upon benefit, which is the aim of the lease.
- c. The subject must be capable of being realized, both practically and legally: It is not permissible to lease something that cannot be delivered, such as leasing a stray camel, an animal that cannot speak, or leasing services that are prohibited, such as a menstruating woman cleaning the mosque or a doctor performing surgery on a healthy tooth. This is agreed upon by the scholars.
- d. The leased benefit must be permissible according to Shari'ah: For example, leasing a book for reading, a house for residence, or a fishing net for fishing is allowed. It is agreed among scholars that leasing for sinful activities is prohibited, such as leasing for gambling, forbidden entertainment, teaching magic, or writing books of heresy. Leasing for singing and mourning is also prohibited because these activities involve sin, and sin does not warrant compensation. However, leasing for the purpose of writing about these forbidden acts is allowed in the Hanafi school, since the act of writing does not fall under the prohibition, unlike the actual act of singing or mourning. The general rule is that leasing for sinful activities is not permissible<sup>39</sup>.
- e. The work to be performed must not be obligatory or a duty prior to the lease: A lease contract is invalid if it is for performing an obligatory or prior duty that the hireling is already required to perform. For example, one cannot lease someone to repay a debt they owe, as the work for which they are hired is already due<sup>40</sup>.
- f. The hireling must not benefit from their own work: If the hireling benefits from the work they perform, the lease is not valid.
- g. The leased benefit must be a commonly accepted service that people are accustomed to leasing through such contracts: The leased benefit should be something typically leased in society, which people generally engage with through leasing contracts.

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<sup>38</sup> - Al-Zuhaili, Dr. Wahbah. *Al-Fiqh al-Islami wa Adillatuhu* (Islamic Jurisprudence and Its Evidence), Vol. 4, p. 736. Publisher: Dar al-Fikr, 2nd Edition, 1405 AH / 1985 CE.

<sup>39</sup> - Hamzah, Mahmoud Afandi. *Al-Fara'id al-Bahiyah fi al-Qawa'id al-Fiqhiyyah* (The Glorious Gems of Legal Maxims), p. 76. See also: Al-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu* (Islamic Jurisprudence and Its Evidence), Vol. 4, p. 744.

<sup>40</sup> - Previous reference, p. 745.

These are the summarized conditions of the subject of the lease<sup>41</sup>.

As for the conditions related to the subject of the lease itself, it must be in a state that is tangible if it is movable. If the item is not in the possession of the lessor, it cannot be leased, based on the prohibition by the Prophet (peace be upon him) regarding selling what one does not possess<sup>42</sup>. Since leasing is a type of sale, it falls under the same prohibition<sup>43</sup>. This is the condition regarding the subject of the lease.

### Conditions Related to the Wage (Ajrah)

- a. The wage must be a lawful, known, and quantifiable sum.
- b. The wage must not be of the same type as the leased benefit. For instance, leasing a house for housing, or leasing labor for similar work (e.g., one cannot lease a house for another house or a service for a similar service). This condition, according to the Hanafi school, stems from the concept of *riba* (usury), where an exchange of the same type of goods is prohibited. According to Hanafis, the lease contract would be invalid because the benefit at the time of contract formation is non-existent, leading to a delay in the delivery of the benefit, which in turn results in *riba al-nasi'a* (usury related to deferred payment)<sup>44</sup>.

### Conditions Related to the Contract

The contract must not include any stipulation that is unrelated or inappropriate to the contract's purpose. For example, if the landlord leases a house with the condition that the tenant must stay in the house for a month before giving it over, or if land is leased on the condition that it must be cultivated and then given over, the lease would be invalid. Similarly, if a vehicle is leased with the stipulation that it must be used for a month before returning it, the lease is void<sup>45</sup>.

### Conditions for the Enforceability of the Lease:

Two conditions must be met for the lease to remain binding:

- a. The leased item must remain free of defects that would hinder its use.
- b. No excuse should arise that would justify the cancellation of the lease<sup>46</sup>.

## Methodology

### Research Approach

This study employs a qualitative research approach aligned with established academic standards. Both analytical and inductive methods were employed to thoroughly explore the subject matter, ensuring a comprehensive understanding of the topic.

### Scope of the Study

The research focuses on Kano State, chosen for its relevance to the challenges under investigation. The study specifically examines the rulings related to the joint hireling (*ajir*

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<sup>41</sup> - For further details, refer to: Al-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*, Vol. 4, pp. 736-749.

<sup>42</sup> - There are many hadiths on this issue, such as the one narrated by Muslim from Jabir (may Allah be pleased with him), who reported that the Messenger of Allah (peace be upon him) said: "When you buy food, do not sell it until you have taken possession of it." Hadith No. (1525), p. 941.

<sup>43</sup> - Al-Kasani, *Badai' al-Sana'i*, Vol. 4, p. 193.

<sup>44</sup> - **Previous source**, p. 193.

<sup>45</sup> - **Previous source**, p. 193.

<sup>46</sup> - Al-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*, Vol. 4, pp. 71-75.

mushtarak) within Islamic jurisprudence. Special attention is given to the tailoring profession due to its significance and prevalence in Kano State.

### *Data Collection*

The study utilized multiple sources and methods of data collection. A literature review was conducted using classical Islamic jurisprudential texts, contemporary references, and relevant journal articles to gather scholarly insights. Additionally, structured interviews were carried out with joint hirelings (tailors) in Kano State, providing practical insights into the challenges within the tailoring profession. These interviews facilitated a real-world understanding of the issues faced by the professionals and helped identify potential solutions aligned with Islamic Sharia.

### **Presentation and Discussion: Applications of Rulings on Joint Hirelings: Issues and Solutions in Islamic Law**

This segment explains the concept of a joint hireling and distinguishes it from a private hireling. It then discusses the issues, harm, and disputes that arise among partners, particularly in the tailoring profession in the Kano community. Finally, it concludes with potential solutions to the problems that exist or are anticipated, according to Islamic law.

### *The Concept of Joint Hireling*

A joint hireling is one with whom a contract is made for a specific job or work during a period where the lessee does not receive all the benefits of the work<sup>47</sup>. From this definition, it can be understood that the joint hireling does not solely benefit one specific person; rather, multiple people share in the benefit.

Some refer to such a hireling as a "craftsman," although they may not be restricted to a craft-based job; the term is applied to any joint hireling, such as a shepherd. The term "joint" is used because the hireling is hired to perform work for more than one person at a time, and multiple individuals share in the benefits and rights to the results<sup>48</sup>.

Examples of joint hirelings include tailors, doctors, and plumbers. A hireling may also be considered a joint hireling in one aspect and a private hireling in another. For example, a worker at a tailor shop or a plumber may have a private relationship with their employer but a joint relationship with the customers, making them a private hireling to their employer and a joint hireling to the clients. In such cases, the hireling's status and rights are determined by their specific relationship to each party.

Here are the key distinctions between a joint hireling and a private hireling:

- a. Definition: A private hireling is one who enters into a contract for a specific period, during which the lessee is entitled to all of the hireling's benefits<sup>49</sup>. In contrast, a joint hireling, as previously defined, does not offer all their benefits to one person but rather shares their services with others.

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<sup>47</sup> - Al-Marghinani, *Al-Hidayah* (The Guidance), Vol. 6, p. 311.

<sup>48</sup> - Al-Baghawi, Abu Muhammad, Al-Husayn ibn Mas'ud. *Kitab al-Siyar min al-Tahdhib* (The Book of Biography from the Refinement), Vol. 4, p. 466. Translated by Rawiyah bint Ahmad Al-Zahhar. Publisher: Islamic University of Madinah, Issue 117.; Ibn Qudamah, *Al-Mughni*, Vol. 8, p. 103

<sup>49</sup> - Ibn Qudamah, *Al-Mughni*, Vol. 8, p. 103

- b. Benefit Entitlement: The private hireling's benefit is fully entitled to the lessee during the contract period, whereas the joint hireling's benefit is shared among multiple lessees<sup>50</sup>.
- c. Work for Others: A private hireling cannot work for anyone other than their lessee during the contract period unless permitted by the lessee. A joint hireling, however, can perform work for more than one lessee at the same time<sup>51</sup>.
- d. Wages for Non-Work: A private hireling is entitled to wages by simply being available for work, even if no work is performed. However, a joint hireling is only entitled to wages if the work is carried out<sup>52</sup>.
- e. Contract Terms: The contract with a private hireling can be for either a specific duration or for specific work, while the contract with a joint hireling is only for the work itself<sup>53</sup>.
- f. Liability for Damages: A private hireling is generally not liable for damage to their work or equipment unless it is due to negligence or misconduct, as agreed by the majority of scholars<sup>54</sup>. The question of whether a joint hireling is liable for damages is subject to debate. Some scholars argue that the joint hireling is like a private hireling, while others assert that they may be liable for damages caused by their actions or inactions. Furthermore, there is a discussion about whether the joint hireling is responsible for damage to their possessions or equipment<sup>55</sup>.

### Problems with Joint Leasing in Kano State

Joint leasing in Kano City faces several problems that may arise from either one of the contracting parties or both. These problems are similar to those encountered in other financial transactions within the city. This section highlights these issues, focusing specifically on the most common type of joint leasing in the city: tailoring.

Tailoring is the process of joining fabrics, leather, fur, or other flexible materials together using a needle and thread. The use of tailoring dates back to the Stone Age (around 30,000 years BC). It preceded the development of weaving and has always been linked to the progress of textile industries. Tailoring is primarily used to make clothing and furnishings such as curtains, bedding, upholstery, and table linens. Tools essential for anyone engaged in this craft include: Marking chalk or soap, Carbon paper (used for the same purpose as marking chalk), Pins, Hand sewing needles, Sewing machine needles, Embroidery thread, A wheel (rouettes), Staplers, Thimbles, Sewing machines, Ironing machines, Seam rippers.

<sup>50</sup> - Al-Baghawi, *Al-Tahdhib* (The Refinement), Vol. 4, p. 467. Ibn Abidin, *Hashiyat Radd al-Mukhtar 'ala al-Durr al-Mukhtar* (The Margin of the Refutation of the Chosen on the Chosen Pearl), *Sharh Tanwir al-Absar* (Explanation of the Illuminated Eyes), Fiqh of Abu Hanifa, Ibn Abidin, Vol. 9, p. 88. Publisher: Dar al-Fikr for Printing and Publishing, Beirut – Lebanon, 1421 AH / 2000 CE.

<sup>51</sup> - Al-Mawardi, *Abu al-Hasan. Al-Hawi al-Kabir* (The Great Collection), Vol. 7, p. 425. Publisher: Dar al-Fikr, Beirut – Lebanon, (no publication date).

<sup>52</sup> - Al-Mawsili, *Al-Ikhtiyar* (The Choice), Vol. 2, pp. 129-130.

<sup>53</sup> - Al-Mawsili, *Al-Ikhtiyar*, Vol. 2, p. 130.

<sup>54</sup> - An Ijma' (consensus) has been narrated by Al-Sarakhsi, Shams al-Din, Abu Bakr ibn Abi Sahl. *Al-Mabsut* (The Expanded), Vol. 15, p. 103. Study and editing by Khalil Muhyi al-Din al-Mays. Publisher: Dar al-Fikr for Printing and Publishing, Beirut – Lebanon, First Edition, 1421 AH / 2000 CE.; Al-Kasani, *Badai' al-Sana'i'* (The Marvels of Craftsmanship), Vol. 6, p. 56.

<sup>55</sup> - Al-Kasani, *Badai' al-Sana'i'*, Vol. 6, p. 54. See also: Al-Azami, Dr. Hamad Ali. *Athur Jaihiyat Virus Coronavirus (Covid-19) 'ala al-Uqud (Fiqhi Comparative Study)* (The Impact of the Covid-19 Pandemic on Contracts: A Comparative Fiqh Study). *Journal of Arabic Studies*, Faculty of Dar al-Uloom, Minya University, pp. 2449-2450.



These are the primary tools for the tailoring profession<sup>56</sup>, which has been passed down through generations. It is a vital trade for the community, as everyone needs their clothes repaired or sewn. Like other industries, tailoring faces certain problems, which may be caused by either the lessor (the owner) or the lessee (the tailor), or even both parties. The researchers begin by outlining problems that arise from the lessor:

1. **Delayed Provision of Fabric:** This issue often arises during busy times such as holidays and weddings. The lessor delays providing the fabric until the last moment, causing the lessee to accept multiple pieces of fabric from other clients. As a result, the lessee is pressured to finish the work quickly, often leading to delays and unfinished work, particularly if the lessee has a personal relationship with the lessor.
2. **Delayed Payment to the Tailor:** The lessee completes the work on time, but the lessor delays paying the agreed-upon amount, sometimes in accordance with the common practice in the city among tailors.
3. **Delayed Pickup of Finished Clothing:** The client leaves the completed garments with the tailor for an extended period without providing any reason. This accumulation of unfinished work can lead to confusion and may give the impression to other customers that the tailor is inefficient, causing them to seek another tailor.

These are some of the problems that arise from the lessor or that are likely to occur<sup>57</sup>.

Next, the problems that stem from the tailor (the hireling) include:

1. **Failure to Meet Deadlines:** Many tailors fail to meet agreed-upon deadlines without valid reasons, making this a common issue in the tailoring profession.
2. **Loss of Fabric:** Some tailors, through negligence or carelessness, lose fabric, either due to theft or simply forgetting where it was stored. In some cases, this happens without any intentional negligence.
3. **Mixing Up Clients' Fabrics:** Sometimes, tailors mistakenly mix up the fabric of different clients, either due to carelessness or neglect.
4. **Poor Workmanship:** Some tailors perform their work poorly, either due to trying to finish too many orders quickly or intentionally rushing the work. In some cases, the lack of quality is due to unprofessional behavior, leading to dissatisfaction from clients.

These are the problems that occur solely due to the actions of the tailors<sup>58</sup>.

Finally, there are problems that arise from both parties. The most significant issue is when both the lessor and the lessee agree to raise the agreed-upon price so that the lessee prioritizes one client's fabric over others. This happens after the lessee has accepted multiple pieces of fabric from various clients but decides to focus on a wealthy client's needs at the expense of other customers. This issue is typically caused by both parties: the lessor increases the price, and the lessee neglects their obligations to other clients.

These are the common issues in the tailoring profession in Kano, specifically with the joint hireling – the tailor. The next section will discuss solutions to these problems based on Islamic law (Qur'an and Sunnah).

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<sup>56</sup> - Written by Dr. Khaled Al-Sheikh, an Egyptian fashion designer with a Ph.D. in Fashion Design. He is currently a professor at the Faculty of Applied Arts, Helwan University, Department of Fashion Design.

<sup>57</sup> - **Oral Interview with Malam Dan Juma Muhammad**, one of the tailors residing in the Kurna Asbe neighborhood, Dala District, Kano State, Nigeria. The interview took place at 5:00 PM in his shop on Imam Sheikh Isa Arzai Street.

<sup>58</sup> - **Oral Interview with Salis Dawud Salis**, another tailor residing in the Kurna Asbe neighborhood, Dala District, Kano State, Nigeria. The interview was held at 9:00 PM in his shop on Imam Sheikh Isa Arzai Street.

*Solutions to the Problems in the Tailoring Profession in Kano in Light of Islamic Law*

After discussing the issues related to joint leasing in the tailoring profession, this section aims to present solutions to these problems based on the Qur'an and Sunnah. The researchers begin by briefly reintroducing the problems and then directly address their rulings and solutions.

As previously mentioned, these issues arise either from one of the parties or both. The researchers start with the problems that come from the lessor. The problems originating from the lessor are as follows:

1. **Delay in Providing Fabric for Sewing at the Appropriate Time:** This is a common issue, especially during busy times like holidays or weddings, when the lessor delays delivering the fabric until the last minute, causing the lessee to accept other clients' fabrics. The researchers state that this situation could fall under three of the five legal rulings: permissibility, dislike, and prohibition. It is permissible if the lessor knows that the delay will not affect the timely completion of the work for other clients, thus not causing harm to others. It is disliked if there is uncertainty about the effect. It is forbidden if the lessor is certain that the delay will harm others.

The solution to this issue is simple: the lessor should provide the fabric within a reasonable time that will not cause harm to others and will not cause unnecessary stress for the lessee, especially if the lessor has a personal relationship with the lessee, such as being a relative or friend.

2. **Delay in Paying the Lessee After Completing the Work:** This is not acceptable in Islamic law and is prohibited because it involves withholding the lessee's rightful payment. This goes against the hadith urging the immediate payment of the worker before their sweat dries. Abu Huraira (may Allah be pleased with him) narrated that the Prophet (peace be upon him) said: *"Delaying payment by the rich is an injustice."*<sup>59</sup> The Prophet (peace be upon him) also emphasized the prompt payment of the worker's wages in the hadith narrated by Abdullah ibn Umar (may Allah be pleased with him), in which the Prophet (peace be upon him) said: *"Give the worker his due before his sweat dries."*<sup>60</sup>

If the lessor delays paying the lessee, they are violating this hadith and going against the Prophet's command, thereby causing harm to the lessee. Moreover, they will be among the three types of people who will be opposed by Allah on the Day of Judgment, as mentioned in the hadith narrated by Abu Huraira (may Allah be pleased with him), where the Prophet (peace be upon him) said: *"Three people I will argue against on the Day of Judgment: A man who made a pledge in my name and then broke it, a man who sold a free person and took the price, and a man who hired a worker, received his work, but did not give him his wage."*<sup>61</sup>

<sup>59</sup> - **Al-Bukhari**, *Kitab al-Hawala* (The Book of Transfer), *Bab al-Hawala* (Chapter on Transfer), and whether a transfer can be reversed, Hadith No. (2400), p. 178.

<sup>60</sup> - **Ibn Majah**, Muhammad ibn Yazid ibn Majah. *Sunan Ibn Majah*, Hadith No. (2443), p. 2623. Publisher: Dar al-Salam Printing and Distribution, Riyadh (no publication date). The chain of narration includes Abdul Rahman ibn Zayd ibn Aslam, who is weak, and it is narrated by Abu Huraira with Abdullah ibn Ja'far, who is also weak. The chain includes a severe weakness in the narration by al-Thawri, making the hadith weak in all its chains.

<sup>61</sup> - **Al-Bukhari**, *Kitab al-Ijarah* (The Book of Leasing), *Bab Ithm Man Mana'a Ajr al-Ajir* (Chapter on the Sin of Withholding a Hireling's Wage), Hadith No. (2270), p. 174.

The solution to this issue is that the government should intervene to discipline those who engage in this unjust practice of delaying payment, such as imposing fines, imprisonment, or other measures to prevent this behavior.

3. Leaving Finished Clothing with the Lessee for an Extended Period Without Returning It: This is a sign of negligence or pride by the lessors, or it could be because the clients cannot pay immediately. At worst, this action could be considered disliked (makruh) because it harms the lessee, and it can cause customers to lose trust and seek out other tailors.

The solution is for the lessors to refrain from this habit and return the clothing to the clients as soon as the work is completed, which would improve customer satisfaction and trust.

Having discussed the solutions to problems from the lessor's side, the researchers now address the issues arising from the lessees (the tailors):

1. Frequent Failure to Meet Deadlines: This is clearly prohibited in Islamic law, as it constitutes a form of dishonesty and untrustworthiness. Allah says: *"And fulfill [every] commitment. Indeed, the commitment is ever [that which is] asked about."* (Surah Al-Isra, 17:34). Failing to return the clothes within the agreed time is also a breach of the contract, as stated in the Qur'an. The Prophet (peace be upon him) said: *"Four traits are found in the hypocrite – or one who has one of these four traits has the trait of hypocrisy – until he leaves it: When he speaks, he lies; when he makes a promise, he breaks it; when he makes a covenant, he acts treacherously; and when he disputes, he acts immorally."*<sup>62</sup> This hadith indicates that failing to honor the contract between the lessor and the lessee is a sign of hypocrisy.

The solution to this problem is for tailors to give due attention to honoring their contracts and meeting deadlines, to avoid being counted among those mentioned in the hadith.

These solutions, derived from Islamic teachings, aim to address the problems that arise in joint leasing arrangements within the tailoring profession in Kano, ensuring that both the lessors and lessees adhere to the principles of justice, fairness, and trust in their dealings.

2. Loss of Clothing by Some Tailors: The ruling on this issue depends on the disagreement among scholars regarding whether a joint hireling is liable for damages or not. Abu Hanifa, Zafar, Al-Hasan ibn Ziyad, the Hanbali scholars in their correct opinion, and Shafi'i in his stronger opinion (though he did not issue a fatwa on this due to the corruption of the people) all held that the hand of a joint hireling is considered a hand of trust, like that of a private hireling. Therefore, they are not liable for what is lost unless there is negligence or fault<sup>63</sup>. This is based on the principle that liability only arises from transgression, as stated in the Qur'an: *"And do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful]."* (Surah Al-Baqarah, 2:188).

However, according to the opinion of the two companions (the followers of Abu Hanifa) and Ahmad in another narration, the hand of a joint hireling is considered a hand of liability. Therefore, the joint hireling is responsible for anything lost while in their possession, even without negligence, unless the loss occurs due to a common, uncontrollable event like a fire

<sup>62</sup> - **Al-Bukhari**, Hadith No. (2459), p. 191. And **Muslim**, Hadith No. (58), p. 678.

<sup>63</sup> - Al-Kasani, *Badai' al-Sana'i'* (The Marvels of Craftsmanship), Vol. 4, p. 211. Al-Sarakhsi, *Al-Mabsut* (The Expanded), Vol. 15, p. 102. Ibn Qudamah, *Al-Mughni* (The Encompassing Guide), Vol. 5, p. 479.

or flood. The argument for this view is based on actions taken by the Caliphs Ali and Umar (may Allah be pleased with them), as they held the workers accountable for damages<sup>64</sup>.

The Maliki school holds that the joint hiring is responsible for any damage to the property they handle, even without negligence, as seen in the case of a laundress, cook, baker, or porter, where each is responsible for what happens to the goods they handle<sup>65</sup>.

The Maliki viewpoint is supported by the hadith in which the Prophet (peace be upon him) said: *"On the hand is what it takes until it returns it"*<sup>66</sup>. Additionally, it was narrated that Ali (may Allah be pleased with him) required workers like dyers and goldsmiths to guarantee the items they worked on, and Umar (may Allah be pleased with him) similarly required workers to guarantee the property they were entrusted with<sup>67</sup>, to ensure the protection of people's wealth<sup>68</sup>.

The solution to this problem, according to the researchers, is to hold the joint hiring liable for any loss, whether due to negligence or not, to protect the property of others. This is the recommended ruling according to the Maliki position.

3. **Mixing Clients' Clothing:** This issue is similar to the one mentioned earlier, as the tailor is required to guarantee any clothing they mix up without the owner's consent. However, if the owners agree to the mix-up, then the situation is allowed, provided there is mutual consent and agreement between them.
4. **Poor Quality of Sewing:** This issue can be addressed through the concept of "option of defect" (*khiyar al-'ayb*)<sup>69</sup> because leasing is a type of sale. The lessor has the right to accept the defect, request a reduction in payment, or return the item if they find the defect unacceptable.

The following conditions apply for the right to rescind the contract:

- i. The defect must significantly affect the value of the clothing.
- ii. The lessor must not have been aware of the defect at the time the garment was handed over.
- iii. The defect must be proven by the lessee.
- iv. The defect must be such that it cannot be removed without significant difficulty. If it can be fixed without hardship, the garment cannot be returned.

<sup>64</sup> - **Previous sources.** Ibn Qudamah, *Al-Mughni*, Vol. 5, p. 487.

<sup>65</sup> - Ibn Juzay al-Maliki stated: *"The craftsmen are responsible for what they conceal, whether they worked for a wage or not. They are not responsible for what they did not conceal."*

<sup>66</sup> - Narrated by Ahmad and the four major hadith collections, and authenticated by Al-Hakim from Samurah ibn Jundub. It was also narrated by Al-Tabarani, Al-Hakim, and Ibn Abi Shaiba. See *Tahlis al-Habir*, p. 253.

<sup>67</sup> - The hadith of Umar was narrated by Abdul-Razzaq with an interrupted chain, where Umar made the artisans liable. As for the hadith of Ali, it was narrated by Al-Bayhaqi through Al-Shafi'i from Ali with a weak chain. Al-Shafi'i stated, *"This cannot be authenticated by the people of hadith."* The wording was that Ali made the launderer and dyer liable, and Al-Shafi'i said, *"This is the only way to set things right for people."* A weaker narration is found for Uthman. Al-Bayhaqi narrated through Ja'far ibn Muhammad from his father, from Ali, who made the dyer and goldsmith liable, saying, *"This is the only way to set things right for people."* See *Tahlis al-Habir*, p. 256.

<sup>68</sup> - Ibn Rushd, *Bidayat al-Mujtahid* (The Beginning of the Jurist), Vol. 2, p. 229. Al-Dardeer, *Al-Sharh al-Kabir* (The Great Commentary), Vol. 4, p. 27 and following pages. Ibn Qudamah, *Al-Mughni*, Vol. 5, p. 479.

<sup>69</sup> - *Khiyar al-'Ayb* (Option of Defect) is defined as a defect that diminishes the item's natural or legal creation, leading to a reduction in its sale price. *Al-Mawsu'ah al-Fiqhiyyah al-Kuwaitiyyah* (The Kuwaiti Jurisprudential Encyclopedia), Vol. 2, p. 755.

v. The defect must not be removed before the contract is rescinded<sup>70</sup>.

The solution to this problem is to apply the option of defect (*khiyar al-'ayb*) to the lessor, allowing them to either accept the garment as is, negotiate a reduction, or return it if the defect is unacceptable.

**Problems Arising from Both Parties:** The most significant issue is the agreement between the lessor and the lessee to increase the usual fee for urgent service, bypassing the agreed-upon order and prioritizing one customer over others. This practice is highly undesirable because it violates the agreement made with other customers. If this practice leads to the breach of the original promises made to other customers, it becomes forbidden.

The solution to this issue is to end such practices and ensure that both the lessor and lessee adhere to the usual terms accepted by the community unless it is absolutely certain that such an agreement will not cause harm to others. If the lessor knows that the agreement will not harm others, then such an arrangement may be allowed.

These solutions, grounded in Islamic teachings, aim to resolve the problems related to joint leasing in tailoring, ensuring fairness, trust, and respect for contracts among all parties involved.

### Conclusion

Praise be to Allah; whose grace makes all good deeds complete. May peace and blessings be upon the beloved Prophet Muhammad, the best of creation, upon whom be the finest salutations and complete peace.

At the conclusion of this work, the researcher presents a number of findings for scholars and researchers to build upon for future endeavors. The researcher also offers important recommendations and suggestions that are hoped to be achieved in the future, as the conclusion of this study.

The findings reveal a firm belief in the suitability of Islamic jurisprudence, its comprehensiveness, and the perfection of its methodology. Indeed, Islamic law is rich and fulfills all the requirements of life and the challenges of modern times. Additionally, the profession of tailoring is identified as an important and significant trade that has been a part of human life since ancient times and continues to be practiced today. Furthermore, the Kano community is deeply committed to Islamic faith and virtuous morals, and the region is blessed with scholars of great stature and prominent traders. Moreover, it is noted that a hireling can be categorized into two types: the private hireling and the joint hireling. In this context, the joint hireling's hand is considered a hand of liability, not a hand of trust, and they are responsible for what is lost under their care, even if no negligence or fault occurred, according to the dominant opinion. The study also highlights that numerous problems arise from either one of the contracting parties or from both sides, affecting the execution of agreements. Finally, the study underscores that Islamic law pays great attention to addressing human issues in all times and places.

In light of the findings, the research recommends establishing pure Islamic Sharia faculties in Nigerian universities, as is done in universities around the world. Furthermore, it calls for the

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<sup>70</sup> - These are the conditions that must be met for a defect to establish the right of option. See: Al-Tayyar, Dr. Abdullah, *Khiyar al-Majlis wal-'Ayb* (Option of the Assembly and the Defect), pp. 123-125.

creation of centers of Islamic jurisprudence that focus on contemporary issues and new legal developments in universities and colleges across Nigeria. In addition, incorporating curricula that focus on Islamic jurisprudence goals and principles in the academic programs of universities and research centers is suggested, with the aim of producing results that address the current needs of society in Nigeria, particularly in Kano State. For instance, Yusuf Metima Sli University should include courses related to contemporary Islamic jurisprudence and integrate Islamic law with practical scientific subjects. Moreover, the research advocates for innovating radio programs and establishing Islamic communities with the goal of educating the Muslim ummah about the true essence of Islamic jurisprudence and its application to all aspects of life. Finally, it is recommended that the Kano State government establish a council of senior scholars knowledgeable in Islamic sciences to focus on scientific research and the issuing of legal fatwas.

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