

Tafseer Al-Baqarah (2: 282)

From the Book, Introduction to the Tafseer of the Quran,
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(Translated)

﴿يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَى أَجَلٍ مُسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْأَمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَى أَجَلِهِ ذَلِكُمْ أَفْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَى أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِنْ تَفْعَلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ﴾

“O believers! When you contract a loan for a fixed period of time, commit it to writing. Let the scribe maintain justice between the parties. The scribe should not refuse to write as Allah has taught them to write. They will write what the debtor dictates, bearing Allah in mind and not defrauding the debt. If the debtor is incompetent, weak, or unable to dictate, let their guardian dictate for them with justice. Call upon two of your men to witness. If two men cannot be found, then one man and two women of your choice will witness if one of the women forgets the other may remind her. The witnesses must not refuse when they are summoned. You must not be against writing contracts for a fixed period whether the sum is small or great. This is more just for you in the Sight of Allah, and most upright to establish witness and it most appropriate to remove doubts. However, if you conduct an immediate trade among yourselves, then there is no fault in you if you do not record it, but call upon witnesses when a deal is finalized. Let no harm come to the scribe or witnesses. If you do so, then you have gravely exceeded in sin. Be fearful of Allah, for Allah is the One Who teaches you. And Allah is most knowledgeable of all things.” [TMQ Surah al-Baqarah 2:282]

After Allah (swt) mentioned spending for His Sake, and that there must be no harm, no resentment, and no showing off in it, and that it must be from lawful, pure wealth and not from what is impure and unlawful, He (swt) clarified the sincerity in spending for the sake of Allah (swt) and its great reward, both by night and by day, privately and in public.

Allah (swt) then mentioned the issue of usury (riba), its grave sin, and its severe prohibition, stating that those involved in usury (riba), must only receive the principal of their money, without causing harm to others through usury, or being wronged by the loss of their capital in the principal.

After that, Allah (swt) mentioned delaying the repayment of debt and offering charity by relieving the debtor from part or all of their debt. Then, Allah (swt) mentioned the rulings related to debt, during both normal residency and travel:

Allah (swt) commanded the believers, when engaging in transactions involving debt, to write down their debt and have two men, or one man and two women, bear witness to it, in obedience to Allah (swt) and to protect their debt. He (swt) encouraged this practice no matter how small or large the transaction, as long as it involves debt, and exempted them from hardship if it was a present sale.

Similarly, Allah (swt) prohibited harming the witnesses or those writing the debt, such as pressuring them, or coercing them to alter the facts. He (swt) commanded them to adhere to the Shariah in this matter and to realize that Allah (swt) knows all hidden matters, for He

(swt) is the All-Knowing of the Unseen and the Seen. Allah (swt) said, **﴿اللَّهُ لَا يَخْفَى عَلَيْهِ شَيْءٌ فِي الْأَرْضِ وَلَا فِي السَّمَاءِ﴾** “**Surely nothing on earth or in the heavens is hidden from Allah.**” [TMQ Surah Aali Imran 3:5]. This means Allah (swt) does not let any hidden matter escape His knowledge.

He (swt) is the Knower of the Unseen and the Seen.

Allah (swt) said, **﴿يَا أَيُّهَا الَّذِينَ آمَنُوا﴾** “**O you who believe!**” It is an address to the believers.

Allah (swt) said, **﴿إِذَا تَدَايَنْتُمْ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ﴾** “**When you contract a debt for a specified term, write it down.**” This is regarding when you are dealing with debt.

Debt refers to any transaction in which one of the exchanged items is present, and the other is deferred. This applies to financial loans, such as when you give a man money to pay you back later, and is also considered debt. It applies to any sale where the goods are delivered, and the price is deferred as debt on the buyer. It also includes a sale in which the price is paid immediately, and the goods are delivered after a set time. All of this falls under the concept of “debt.”

Allah (swt) said, **﴿إِذَا تَدَايَنْتُمْ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ﴾** “**When you contract a debt for a specified term, write it down.**” This emphasizes the benefit of referring back to the pronoun in **﴿وَلْيَكْتُبْ﴾** If **﴿إِذَا تَدَايَنْتُمْ﴾** had not been mentioned and it had been said, “if you contract a debt for a specified term,” then “فاكتبوا الدين” could have been used instead of “وَلْيَكْتُبْ”. The style would not have been as elegant as it is in the verse, according to those who appreciate the nuances of expression.

Allah (swt) said, **﴿إِلَى أَجَلٍ مُّسَمًّى﴾** means “**for a specified time.**”

Al-Bukhari narrated from Ibn Abbas (ra) that he said, **﴿أَشْهَدُ أَنَّ السَّلْفَ الْمَضْمُونِ إِلَى أَجَلٍ مُّسَمًّى قَدْ أَحَلَّهُ اللَّهُ فِي كِتَابِهِ وَأَذِنَ فِيهِ، ثُمَّ قَرَأَ ﴿يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدِينٍ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ﴾** “I testify that deferred loans for a specified term are permitted by Allah (swt), and He (swt) has allowed them,” and then he recited the verse, “**O believers! When you contract a loan for a fixed period of time, commit it to writing.**” Salaf and salam mean the same thing, defer.

Ibn Jarir narrated from Ibn Abbas (ra), regarding **﴿يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدِينٍ﴾** “**O believers! When you contract a loan**” that he said, **﴿نَزَلَتْ فِي السَّلَمِ فِي كَيْلٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ﴾** “This was revealed regarding a sale with a known measure for a known time.”

The revelation of the verse regarding “salam” does not prevent it from applying to all types of debt, because the term **دين** (debt) is mentioned in the verse in a general sense, except for its limitation by a specified term. So, every debt, whether from a salam sale or other forms, is commanded by Allah (swt) to be written down.

Allah (swt) said, **﴿وَلْيَكْتُبْ﴾** “**and let him write it,**” this is a command (amr) from Allah (swt) to write down the debt. The command indicates a request, and various opinions exist regarding this writing, whether it is obligatory, recommended, or permissible, implying guidance. Those who argue for the latter understand it to mean that writing it down is a preferred option, to record the debt and avoid disputes.

Since the origin of the command is a request, and the contextualization (qareenah) determines whether it is obligatory, recommended, or permissible, careful reflection on the verse shows the following,

A. There is no evidence that mandates a decisive request (talab jaazim) for the writing, such as a penalty for failing to write it down, or any definitive evidence based on what is known in the fundamentals (usool) of jurisprudence. Therefore, the writing is not obligatory.

B. There are contextualizations (qaraain) that suggest writing down the debt is preferred over not writing it,

Allah (swt) said, ﴿وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ﴾ **“Let the scribe maintain justice between the parties and write as Allah has taught him to.”** [TMQ Surah al-Baqarah 2:282]

Allah (swt) said, ﴿فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا﴾ **“They will write what the debtor dictates, bearing Allah in mind and not defrauding the debt.”** [TMQ Surah al-Baqarah 2:282]

Allah (swt) said, ﴿وَلَا تَسَاءَمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا﴾ **“You must not be against writing contracts for a fixed period whether the sum is small or great.”** [TMQ Surah al-Baqarah 2:282]

Allah (swt) said, ﴿ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ﴾ **“This is more just for you in the sight of Allah.”** [TMQ Surah al-Baqarah 2:282]

Allah (swt) said, ﴿وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا﴾ **“And most upright to establish evidence and most appropriate remove doubts.”** [TMQ Surah al-Baqarah 2:282]

All these verses contextualize that writing down the debt is preferable to not doing so.

However, some of these contextualizations imply that the preference is for worldly benefits, such as,

Allah (swt) said, ﴿وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا﴾ **“And more convenient to establish evidence and remove doubts.”** [TMQ Surah al-Baqarah 2:282]

This is to prevent disputes over the right and is better because it confirms the testimony of witnesses, and facilitates the process for them.

If this were the only indication, it would imply that writing is permissible as guidance. However, some of these contextualization suggest that writing is preferred for reward, which is recommended (nadb), such as in the verse, ﴿ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ﴾ **“This is more just for you in the Sight of Allah.”** [TMQ Surah al-Baqarah 2:282]

This is a qareenah that the command to write is recommended (for reward), and thus the meaning is:

It is recommended for the believers to write down debts that occur between them, with repayment deferred to a specified time.

As for debts with an unspecified repayment time, it is not recommended to write them down. Instead, it is permissible, for two reasons:

Firstly, the verse limits the debt that is recommended to be written down by specifying a set time for repayment. This condition has a clear meaning, which implies that the command to write applies only to debts with a specified time.

Secondly, in the following verse, Allah (swt) says, ﴿فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ﴾ **“If you trust one another, then there is no need, but the debtor must honour this trust by repaying the debt.”** (TMQ Surah al-Baqarah 2:283), indicating that this case, where the creditor and debtor trust each other, is an exception to the command to write as detailed in the verse. It is left to the discretion of the parties involved whether to write it down or not.

When a person deals with someone regarding a debt but does not set a specific time for repayment, meaning the agreement is, “Pay me the debt whenever you want,” this falls under the statement of Allah (swt) ﴿فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا﴾ **“If you trust one another, then there is no need”** (TMQ Surah al-Baqarah 2:283), as the debtor is given the freedom to repay at any time, as long as they trust each other.

Thus, the verse clarifies that:

A. The Shariah ruling for writing down debts with a specified repayment time is recommended for reward.

B. The Shariah ruling for writing debts, when both the creditor and debtor trust each other, is permissibility, meaning they may write it down if they wish, or not write it down if they prefer.

This also includes debts that are not specified with a known repayment time, as it implies that both parties trust each other.

The Quranic verse does not clarify the ruling on naming the term for the repayment of debt, as this applies to each case of debt and requires an analysis of the specific texts of each case. For example, in a “salam” sale, specifying the term and setting it is a condition for the validity of the transaction. The term must be known in a way that eliminates uncertainty, such as paying the price immediately and saying that the goods such as wheat will be delivered on a specific date, with the term clearly specified to eliminate ambiguity. This is based on the hadith of the Messenger of Allah (saw) mentioned earlier, which was narrated by both Bukhari and Muslim from Ibn Abbas (ra), that when the Messenger of Allah (saw) came to Madinah, people were borrowing dates for two or three years. The Prophet (saw) said, **“Whoever lends dates, let him lend in a known measure, with a known weight, and a known time.”** [Bukhari, Muslim, Abu Daud, Tirmidhi]. He (saw) made it a condition for a valid “salam” sale.

Allah (swt) said, **﴿وَلْيَكْتُبْ بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ﴾** **“Let write between you a scribe with justice.”**

The “with” here is either related to **﴿وَلْيَكْتُبْ﴾** **“Let write”** or **﴿كَاتِبٌ﴾** **“a scribe.”**

If “with” relates to the first meaning, which is ‘Let any scribe write in justice between you,’ it indicates that the writing must be just, and even if the scribe is not just, say, if they are not Muslim but are skilled in writing and trustworthy, this would still fulfill the recommendation to write.

If “with” is related to the scribe, the meaning would be, ‘Let a just scribe write between you,’ meaning the scribe must be just, implying a Muslim who is not openly corrupt, fearing Allah (swt) in their writing, and knowledgeable and competent in what they write.

The preponderant (raajihah) based on contextualization **﴿وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ﴾** **“The scribe must not refuse to write as Allah has taught them to write.”** (TMQ Surah al-Baqarah 2:282), which implies that the scribe must be a Muslim and just.

Thus, the preponderant meaning would be, ‘Let a just scribe write between you, a Muslim who is not openly corrupt, knowledgeable in what he writes, and trustworthy.’

As for mentioning **﴿بَيْنَكُمْ﴾** **“between you”** it is for evidencing that the scribe must be chosen by both parties, unbiased toward either side. The scribe must not be one of the parties, or have any affiliation or bias towards either side. He must write **﴿بَيْنَكُمْ﴾** **“between you”** so must instead be neutral.

As for **﴿وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ﴾** **“The scribe must not refuse to write as Allah has taught him to write,”** the scribe should not refuse to write, and the refusal here implies dislike because the prohibition against refusal is not accompanied by a decisive contextualization (qareenah jaazimah), meaning it is non-decisive (ghayr jaazim) and disliked (makruh).

As for **﴿كَمَا عَلَّمَهُ اللَّهُ﴾** **“as Allah has taught him,”** this means that the scribe should not refuse to write, as it is a favor from Allah (swt), Who taught him writing. Therefore, the scribe should help others by writing for them in gratitude to Allah (swt) for teaching him writing, after he did not know of writing. This indicates that the scribe is a just Muslim who recognizes the blessing of Allah (swt) in teaching him writing. Therefore, both the creditor and the debtor should choose a just scribe to write between them.

As for **﴿فَلْيَكْتُبْ﴾** **“so let him write,”** this command (amr) to write is understood as a recommendation, indicated by the previous mention of **﴿وَلْيَكْتُبْ﴾** **“and let him write”** where

Allah (swt) taught the scribe how to write after they did not know it, encouraging them to be helpful to others by writing for them when needed.

As for ﴿وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ﴾ **“Let the debtor, upon whom there is right of liability, dictate and let him fear Allah,”** it is also recommended because writing is a way of ensuring proper documentation.

As for ﴿وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ﴾ **“Let the debtor, upon whom there is right of liability, dictate and let him fear Allah,”** the reminder of fearing Allah (swt) reinforces this recommendation, as it is said, ﴿وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَخْسِ مِنْهُ شَيْئًا﴾ **“and let him fear Allah his Lord and not diminish anything from what he owes.”**

As for ﴿وَلْيُمْلِلِ﴾ **“Let the him dictate,”** this refers to dictation, meaning the act of the debtor speaking to the scribe about what is owed. The debtor is the one who states the debt to the scribe, as the debtor’s acknowledgment of the debt is stronger than the creditor’s (daa’in) claim. The debtor (mudayn) is the one who dictates the debt to the scribe.

As for ﴿وَلْيَتَّقِ اللَّهَ رَبَّهُ﴾ **“and let him fear Allah his Lord,”** this reminds the scribe to fear Allah (swt) and be truthful in what they write.

As for ﴿وَلَا يَخْسِ مِنْهُ شَيْئًا﴾ **“and let him not diminish anything from what he owes,”** he must not omit any part of the due right, and the mention of ﴿شَيْئًا﴾ **“anything”** and its rejection is due to the evidencing of the absence of defective reporting in any part of the due right, even if it is little.

As for ﴿فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا﴾ **“If the one from whom the right is due is incompetent,”** this means that if the debtor is ﴿سَفِيهًا﴾ **“incompetent,”** the incompetence is the ignorant weak in mind, with poor speech. Here poor speaker means that if he is allowed to dictate to the writer, his speech will come out bad.

Linguistically, it is said, “saafahu” “he was impudent to him”, by the meaning that he insulted him. In the proverb (mithl), “A weak minded one who could not estimate its distance.” So, the incompetent is poor in speech which means he is weak-willed and unable to organize matters or produce speech in a coherent manner. If he is left to dictate matters, he may advance, or delay, or deliver speech in a confused manner, thus spoiling the meaning.

As for, ﴿أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ﴾ **“or unable to dictate,”** that is, he cannot speak clearly due to a defect in his tongue or muteness, as narrated by Abdullah Ibn Abbas, may Allah be pleased with them both.

What we said previously is what we believe to be most preponderant, because the Quranic verse indicates:

A. The categories that prevent dictation do not prevent the person from engaging in debt transactions. This is because the verse begins with ﴿يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ﴾ **“O believers! When you contract a loan”** indicating that such transactions are valid and lawful in Shariah. It is not correct that the interpretation of ﴿سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ﴾ **“incompetent, weak, or unable to dictate”** as being of the like of the insane, the person under guardianship, the minor whose contracts are not valid, or the like.

B. Also, interpreting these categories as being absent is also weak because the Quranic verse suggests that the debtor is present, but he cannot dictate. Allah (swt) said, ﴿وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَخْسِ مِنْهُ شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ﴾ **“They will write what the debtor dictates, bearing Allah in mind and not defrauding the debt. If the debtor is incompetent, weak, or unable to dictate, let their guardian dictate for them with justice.”**

C. It is not correct to interpret the three categories, or any two of them, as referring to the same meaning, because the verse clearly mentions three distinct categories, each different from the other. Allah (swt) said, ﴿سَفِيهَا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ﴾ **“incompetent, weak, or unable to dictate.”**

D. The interpretation must have a basis in the language.

Based on this, I conclude that the commentary (tafseer) I provided earlier is the more preponderant one.

These three categories are prevented from dictating to the scribe, and instead, they will have someone else dictate the debt for them.

In this case, the guardian (wali) must dictate the truth on behalf of the one they are responsible for. They should not alter the truth, neither by adding nor subtracting. However, they must convey the truth exactly, as they are standing in the place of the debtor.

As for ﴿وَلِيِّهِ﴾ **“let his guardian dictate for them with justice,”** **“his guardian,”** the pronoun (dameer) here refers to the one who has a right due upon him, which means the debtor, so it means “the debtor’s guardian.”

As for ﴿بِالْعَدْلِ﴾ **“with justice,”** it is based on dictation, because the guardian, especially the Shariah legal guardian, is specified in the Sharia, such as his father, son, brother, or whatever the Shariah stipulates. Since the guardian has been specified, what is required is that this guardian dictate to the writer with justice, that is, truthfully and honestly.

As for ﴿وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى﴾ **“Call upon two of your men to witness. If two men cannot be found, then one man and two women of your choice will witness if one of the women forgets the other may remind her.”** Allah (swt) states that the two parties should have two men, or a man and two women, witness the writing, so that one of the women can remind the other if she forgets some facts.

And that the witnesses be just, as indicated by ﴿مِنْ رَجَالِكُمْ﴾ **“from among your men”** meaning from you, and by ﴿مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ﴾ **“from among those whom you accept as witnesses.”** Since the address from the beginning is to the believers, meaning that the witnesses are to be from among those whom the believers accept, and this means that they are just Muslims, meaning that Islam is apparent in their actions, and that immorality, violating the Shariah rulings of Islam, is not apparent in them, so they are just and their testimony is accepted.

As for ﴿فَرَجُلٌ وَامْرَأَتَانِ﴾ **“A man and two women”** man is in the nominative (rafa) case as a subject. ﴿فَرَجُلٌ وَامْرَأَتَانِ﴾ **“And two women”** is conjoined to it, and the predicate is omitted, meaning if there are not two men, then a man and two women take their place. It also indicates that the testimony of two women with a man is accepted whether there are men available there or not. That is, if the plaintiff does not bring two men, then let him bring a man and two women. If he does undertake either of the two cases, it is permissible. The meaning is not that the permissibility of the testimony, of a man and two women, is only valid in the absence of men. This is because if it were so, the phrasing would be “If there were not two men, then a man and two women” and “were” would be complete in the sense of if there are no men available. It would then say, “if there were not two men” meaning if he does not bring two male witnesses, only then can he bring one male witness and two female witnesses.

As for ﴿أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى﴾ **“so that if one of the women forgets the other may remind her,”** it is the testimony of two women in place of one, so that one may remind the other if she forgets part of the facts.

As for ﴿أَنْ تَضِلَّ﴾ **“so that if one forgets,”** is in the nasab form, with a fatah at the end of the verb, in the sense of causation.

The repetition of “one of them” instead of saying “that one of them should forget and the other should remember” is to emphasize the precaution against the notion that the forgetting is specific to one of them, and the reminder is for the other. Instead, what is meant is that the one who forgets is reminded by the other, and it could be this one, or that one.

As for ﴿أَنْ تَضِلَّ﴾ **“so that if one forgets,”** literally it is to lose one's way but it means to forget. Losing one's way in bearing witness means forgetting part of it, and remembering part of it, and the person remains confused, and lost between the two. Whoever forgets the testimony entirely, it cannot be said that he has lost his way within in it.

It is noteworthy that the acceptance of women's testimony in financial transactions, as specified by Allah (swt), has made the testimony of two women equal to one man. This is indicated by the verse ﴿فَإِنْ لَمْ يَكُنْ رَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى﴾ **“If two men cannot be found, then one man and two women of your choice will witness if one of the women forgets the other may remind her,”** which suggests that the possibility of women forgetting, as witnesses, in financial transactions is higher than men, due to their lesser involvement in such matters. Women's participation in financial matters is not as frequent as men's, so two women are required to complement each other's testimony, if one forgets some facts, or is not completely present at, a particular financial transaction. In this case, it is as if, by not following the events of the financial incident in their entirety, she and her sister are in the place of one man, as he follows the events of the incident to a greater degree. This is due to the difference in the reality of the presence of men and women as witnesses to the financial facts taking place, because the testimony must be based on clear and unambiguous presence of the incident.

This confirms that the testimony of one woman alone, or more than one, in matters in which women are usually fully present, such as childbirth, breastfeeding, and the like, is reliable.

As for ﴿وَلَا يَأْبُ الشُّهَدَاءُ إِذَا مَا دُعُوا﴾ **“The witnesses must not refuse when they are summoned.”** That is, if witnesses are called to witness the recording of a debt, they should attend and not refuse. The prohibition here indicates dislike (makruh), as there is no contextualization (qareenah) to indicate decisiveness (jazam). It is therefore a non-decisive prohibition.

That is, it is disliked for someone who is called to witness the recording of a debt and refuses to attend.

As for ﴿وَلَا تَسْأَمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ﴾ **“You must not be against writing contracts for a fixed period whether the sum is small or great.”** That is, do not be bored by writing down the debt for a due date, no matter how much the debt is. This is an encouragement to write down.

As for ﴿ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ﴾ **“This is more equitable for you in the Sight of Allah,”** it means that is the most just (adl).

As for ﴿وَأَقْوَمُ لِلشَّهَادَةِ﴾ **“This is more upright for witnessing,”** it means that is the most confirmatory.

As for ﴿وَأَدْنَىٰ أَلَّا تَرْتَابُوا﴾ **“it most appropriate that you do not doubt”** which is closer to the absence of doubt and assumption.

As for, ﴿ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا﴾ **“This is more just for you in the Sight of Allah, and most upright to establish witness and it most appropriate to remove doubts”** all of it is a contextualization for what we clarified before.

As for ﴿إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا﴾ “**However, if you conduct an immediate trade among yourselves, then there is no fault in you if you do not record it,**” an interrupted exception meaning ‘but if it is a present trade between you, hand to hand, in which there is no debt, and there is no blame upon you, you may not write it down, i.e. it is permissible for you to write it down or not to write it down.’

As for, ﴿وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ﴾ “**but call upon witnesses when a deal is finalized,**” it refers to current trade, and the matter here is permissible because it is devoid of contextualization and is not an act for drawing closer to Allah (swt) in ritual worship. Therefore, testimony regarding current trade is permissible.

As for ﴿وَلَا يَضَارَّ كَاتِبٌ وَلَا شَهِيدٌ﴾ “**Let no harm come to the scribe or witnesses.**” That is, neither of them should be harmed, whether by forcing them to do so, or pressuring them to write or testify falsely, or burdening them with appearing to testify in a way that is difficult for them, whether in terms of expenses or hardship. Instead, they should be treated kindly and the matter made easy for them. The harm upon the writer and witnesses here is based on the prohibition (tahreem), as contextualized by ﴿وَإِنْ تَفْعَلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ﴾ “**If you do so, then you have gravely exceeded in sin.**” It is an understandable description that indicates a decisive prohibition (nahi jaazim) of harm, meaning that it is forbidden (haram).

As for ﴿وَاتَّقُوا اللَّهَ﴾ “**Be fearful of Allah**” which means protect yourselves from the Wrath and Punishment of Allah (swt) and fear Him, glory be to Him.

As for ﴿وَيُعَلِّمُكُمُ اللَّهُ﴾ “**for Allah is the One Who teaches you**” which means He (swt) teaches you the rulings of His Shariah Law, so adhere to them.

As for ﴿وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ﴾ “**And Allah is most knowledgeable of all things**” which means nothing is hidden from Him, and He knows the truth of things and will reward you for everything you do.

It is not said that the word of the Majestic ﴿اللَّهُ﴾ “**Allah**” and it was mentioned repeatedly ﴿وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ﴾ “**Be fearful of Allah, for Allah is the One Who teaches you. And Allah is most knowledgeable of all things.**” This is not a mere repetition, but instead each mention has an independent meaning, increasing the glorification of Allah (swt) and the elevation of His status. He, Glory be to Him, is the One worthy of being feared, and He is the One upon whom all knowledge is based. All knowledge is based on what Allah (swt) has bestowed upon His servants, from what He created in things and within them of characteristics, components, and innate and rational capabilities to learn what they did not know. He, Glory be to Him, is the One who bestows knowledge upon His creations.

At the end of the verse, there is specification that Allah (swt) Alone has the eternal knowledge that encompasses everything, and not an atom’s weight in the heavens or on the earth escapes Him.

In conclusion, the repeated mention of His name ﴿اللَّهُ﴾ “**Allah**” the Most Majestic is not mere repetition for its sake. Instead, each mention serves to emphasize His greatness, and at the same time is connected to the other meanings in a great order that captivates the mind. Glory be to Allah (swt), Creator of the earth and the heavens, and everything has an apportioning by Him!