



Necessity of Dialogue and spreading of the Culture of Revival

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The first thing that comes into the mind when talking about any subject is contemplation in the meanings of the vocabulary, and remembering the opposites through which many things are clarified. In fact, the terms "dialogue" and "revival" are opposing in meaning the terms "silence" and "inaction" But, if it is easy to expect the results of silence and stagnation, the results of the dialogue and revival necessitate many of the

reinsurance, and lottery (drawing of lots by chance), and the like . Here, we have referred to the opinions and views of Imam Khumeini (Quddisa sirruh) and discussed views of some great Shi'ah fuqaha' in this researching paper.

consider this condition as opposing to the contract, or it has gharar (riski deception).

Anyhow a vast study must be done on the question of gharar, where the following affairs must be analysed as follows:

First: Giving correct definition of gharar (riski deception) customarily void of or away from artificiality.

Secondly: Observing what is really meant by gharar (riski deception) in jurisprudence (fiqh), that is according to fiqhi terminology.

Thirdly: Observing the accepted ranks of gharar and the unaccepted ones.

Fourthly: Observing the effects on the contracts of gharar, that is to say observing the causes of negating of the gharar (riski deception) in the contracts, like: unripe-fruits sale, diver's stroke, shooter's (hunter's) stroke, selling fish underwater, selling milk in the udder (dug) and the like.

fifthly: Observing the effects in the newly-made contracts like the contract of insurance, contract of

distinctive legal Islamic transactions. Whereas the man-made (positive) laws have openly recognized the contracts of gharar like pledging (making a bet), and gambling. Then, they afterwards have recognized the degrees of gharar which are less than them in ranking.

In fact, what increases the importance of studying the gharar that, its aspects and issues are many, and has different degrees.

Anyhow, there are contracts called by the positive (man-Made) laws, the gharar contracts, but they found their way to the Islamic jurisprudence, whereas they are accepted by many jurists. But other jurists have remained cautious of them, because they have aspects of gharar (riski deception), and this is what actually happened in the contract of insurance. Or when it was submitted before centuries ago by the Sunni jurists about the issue of the wafa' selling, that is, the selling on the condition of bringing back, the sold object when the price is given back. Because, they