

Name

Instructor

Course

Date

Legal Final Case Study and Presentation

The contract that Noora and Reem entered into is a good example of unilateral contracts, where a promise from one of the parties is made to motivate the other party to act. Based on a review of the literature on Islamic law on contracts, what Noora did was wrong. The Islamic law points out that any form of agreement should not contain any uncertainty. This provision is referred to as the “the rule against Gharar (Sarker 13). Given that the two parties negotiated in good faith, Noora was wrong by bringing in a sense of uncertainty. This is because she changed the terms of the contract and failed to point out what the role of Reem would be. Given that the contract was based on motivation on Reem’s side informed by a promise of free cupcakes, doing away with the promise brings uncertainty to the deal.

Noora should have understood the role that a contract plays. From both Islamic and legal points of view; she had entered into a binding agreement with Reem. She should not have therefore changed the terms without consultation of the business partner. Due to her actions, the role of the contract which is to offer precision in business dealings is guaranteed. Reem has the chance to contest the actions undertaken by Noora since they accumulate to the breaching of a contract. This occurs when one of the parties fails to live up to the specified obligations in the contract. Noora’s obligation was to give Reem free cupcakes after working in the business. Failing to offer the cakes, therefore, amounted to the breaching of the contract. Reem, therefore, has the chance to contest the actions of Noora in a court of law.

Reem should take this advice since her claims are valid, both from the religious and legal grounds. Going to court is the best option since it offers a variety of ways through which this problem can be resolved. These options include arbitration, negotiation settlement, and specific performance.

Works Cited

Sarker, Md Abdul Awwal. "Islamic business contracts, agency problem and the theory of the Islamic firm." *International Journal of Islamic Financial Services* 1.2 (1999): 12-28.
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