

Consumer Protection Regulations in Ancient MENA Civilizations

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Abstract: This study aims to give a broad investigation of early civilized conscience of the consumer protection in Ancient Middle East and North Africa (MENA). The consumer starts the economic affairs and its role has always been revered by the growth of the market. In consequence, a suitable consumer protection permits the economic systems to work better. MENA legislations mention an arrangements of consumer protection; for example, so does the Code of Hammurabi, but only in a commercial perspective, and also, an early movement in defense of consumers was born in the Islamic law. Proposing modern resolutions on consumer rights protection results of a review of consumer law acquis, and aims at introducing a full consistent protection. The norms governing the laws applicable to consumer rights have been defined by the ancient civilizations. An ephemeral framework of the history of shaping of consumer protection rules is presented by this study in order to demonstrate how the problem of improving consumer protection law has evolved in the MENA region as well as increased in importance; this shall affect modern resolutions proposed in the modern time. In other meaning, reviewing consumer rights protection in ancient MENA countries shall help law makers to develop modern legislations with consideration to more original perspectives, since the ancient civilizations had primitive human right vision, allied to essential human needs.

Keywords: Consumer protection, MENA, Islamic law, Commercial trade.

1. Introduction

The issue of consumer protection in the modern era has received great attention from both individuals and governments, due to its importance in raising consumers awareness and preserving the rights of consumers in light of their keeping up with the global economic crises that the world was exposed to in the last century, which affected consumers worldwide and their purchasing power, including the banking panic crisis that was the result of the major collapse of the (Knickers Booker) Bank in New York in the year (1907), as well as the global depression crisis in the year (1929), which is considered the most severe economic crisis known to mankind that began in the New York Stock Exchange and its impact extended to the entire world. In addition to the economic effects of the two world wars, which adversely affected consumers and

increased their difficulties.

The real beginning of the consumer protection movement was in (1962) when the late President of the United States of America, "John F. Kennedy," announced in the meeting of the US Congress in (15th March, 1962): "As all of us are consumers, are the largest economic group that influences and is affected by every private or public economic decision, yet they are the important group whose point of view is not taken into account". In his announcement, the President also urged the necessity of enacting additional laws so that the federal government can implement all its obligations to the consumer segment, which is the largest segment and most in need of protection. His speech also included the announcement of four basic consumer rights: the right to security, the right to choose, the right to know, and the right to be heard.

The issue of consumer protection in the United States reached its climax in the (1960s) and (1970s) of the last century by an American lawyer of Lebanese origin (Ralph Nader), who made extraordinary efforts in the field of consumer protection not only at the United States level but at the global level by launching a fierce media campaign against the major economic companies, most notably the war he waged against American automakers manufacturers for the right of consumers to safety. His efforts to introduce a seatbelt into the automotive industry were the main reason for the enactment of several consumer protection legislation, including the Automotive Safety Law and the Safe Drinking Water Law.¹

In the (1980s), the consumer protection movement was entrenched and further strengthened by the unanimous adoption by the United Nations General Assembly of the Guidelines on Consumer Protection on (April 9, 1985). The directives of the Guidelines revolves around the consumer's right to a healthy environment, his right to obtain basic needs such as shelter, food, clothing and health care, his right to choose between various commodities, and his right to security by protecting him from goods that may harm his health or environment. His right to know all information related to the goods or services provided to him, his right to be aware to the extent that directs

¹ Al-Nikas, Jamal, Consumer Protection and its Impact on the General Theory of the Contract in Kuwaiti Law, Journal of Law, Kuwait University, Volume 13, Issue 2, 1989, p. 57.

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his consumption behavior in his interest, and to guarantee his right to fair compensation for any commodity or service does not meet the required criteria and, finally, has the right to be represented and heard by the participation of his representatives in the government. These directives form the basis of all consumer protection legislation in the modern era.²

In MENA countries, consumer protection legislation lags behind Western countries by about five decades, and the development of consumer protection in Western countries has not had a significant impact on MENA countries legislations.

However, when addressing the topic of consumer protection, it must be noted that this topic is like to other legal concepts related to trade, as it is not secretions of the modern era, but rather It is deeply entrenched that has been passed down since ancient time, and it appeared in conjunction with the emergence of commercial transactions in old societies that witnessed, at all stages of their development, the interventions of the authorities in the economy through appropriate legislation that corresponds to preserving this right.

Consumer protection legislation are the product of several cumulative stations throughout the ages, starting from the ancient civilizations of Egypt, Iraq, Roman and Islamic down to modern occidental societies, in which the current legal texts bear the influence of the ancient character. From this perspective, the stages of development in the subject of consumer protection will be traced throughout history of MENA region civilizations, including the Roman civilization which was present in the region at that age. The emergence of consumer protection notion in the minds of the legislator in the modern era occurred only in the twentieth century as a result of the economic crises that followed the two world wars, except that in ancient societies the authority did not take the neutral role towards their countries' economic crises, as these societies witnessed many forms of authority interventions in the economy in order to protect the consumer, in which the aspects of such protection will be addressed in the following divisions.

2. Consumer Protection in MENA Ancient Legislations

Every society in olden times, where trade occurred, has pursued to form a legal framework to regulate the relationship between vendors and the buyers. As a result, elements of consumer protection have appeared in MENA communities.

A. Consumer Protection in the Legislations of Mesopotamia Civilization

The Legal Blogs in the civilization of Mesopotamia played an important role in the lives of the ancient Iraqis, as the kings in the Sumerian and Babylonian civilizations promulgated laws concerned with developing legal solutions to all political,

economic and social issues, as what was mentioned in several blogs indicates that there is a trend towards consumer protection in the Mesopotamia civilization.

Previous This protection began in the law of the Babylonian king "Urukagina", which included the earliest known economic and social reforms to date, dating back to about (2355 BC), where "Urukagina" reforms are one of the distinctive laws of the ancient Babylonian era that concerned in the economic situation, as the instructions of "Urukagina" revealed measures of an economic nature aimed at putting an end to the deteriorating economic situation at that time, lowering taxes, lowering prices, and satisfying weak contractors by preventing the rich from buying the vassals properties such as homes and animals except with their consent and making sure that they offered them the right price.³

The fifth king of the (Isin) dynasty, King Ishtar, also promulgated the Code of Lipit Ishtar⁴, which was one of the most important features of it was regulating a certain economic issue, protecting real estate property, private ownership of agricultural lands, and lease contracts for agricultural lands, orchards⁵, and boats⁶.

With regard to "the Eshnunna Law", which was promulgated by King "Bilalama" at (1950 BC), who was the ruler of the city of "Ur", it is the first law that deals specifically with consumer protection by addressing price and pricing issues⁷, as it specified in its first article, the prices of some commodities and foodstuffs such as barley salt, and oils of both pure and sesame oil, also dealt with the price of wool and copper.⁸

The Code of Hammurabi, promulgated by the Babylonian King Hammurabi, is the most important historical legal law found in Mesopotamia so far, and is considered the most important legal blog related to consumer protection in ancient Iraq, where King Hammurabi sought to regulate a the economic aspects and protect consumers in the country, and his protection of the vulnerable in the face of extreme injustice was manifested in setting prices for basic food commodities such as wheat and oil, and pricing was either in cash or in exchange for other commodities, and Hammurabi also set the wages of professionals as doctors for their treatment of humans, animals⁹, sailors¹⁰, shepherds, workers, tailors, carpenters¹¹ and other professionals.

The Hammurabi Code also protects consumers by criminalizing fraud and providing for deterrent penalties, up to the death penalty, if they commit this offence. Article (108) of the law states the following: "If a wine seller does not take grain for the price of a drink but takes money by the large weight, or if she makes the measure of drink smaller than the measure of grain, then they shall prove this against the wine seller and throw her into the water."¹²

² Awad Allah, Zainab Hussein, Arab Consumer Protection: An Analytical Study of Rights and Guarantees, Journal of the Kuwaiti International Law School, Special Supplement, Issue 3, Part One, May 2018, pp. 72-74.

³ Al-Aboudi, Abbas (2017). History of Law, 6th Edition, Amman, Dar Al Thaqafa, p. 118.

⁴ Al-Hamdani, Shoaib Ahmed (2016). Hammurabi's Law, 1st Edition, Baghdad, Dar Al-Sanhouri for Legal and Political Sciences, pp. 16-18.

⁵ Articles 7-10

⁶ Article 4

⁷ Al-Fadl, Monther (2005). History of Law, 2nd Edition, Erbil, Aras Publications, p. 73.

⁸ Al-Fatlawi, Sahib Obaid (1998). History of Law, 1st Edition, Amman, Dar Al Thaqafa, p. 80

⁹ Articles (215-225)

¹⁰ Articles (234-240)

¹¹ Articles (273 and 274)

¹² Al-Amin, Mahmoud (2007). The Code of Hammurabi, 1st edition, London, Dar Al-Warraq, p. 35.

B. Consumer Protection in the Legislations of Pharaonic Civilization

Ancient Egyptians are among the first interested in the subject of consumer protection. In the time of the Pharaohs, ancient Egypt has witnessed considerable interest in regulating economic life, as the authority intervened to set the rules governing commercial transactions between sellers and buyers and provided penalties for those who violated the rules of pints and weights.¹³

“King Horemheb” Law of (1330 BC) is considered one of the most important criminal legislations related to this time period, which contains provisions for consumer protection, and it punished fraud in weights and pints and it prevented monopoly, as acts that affect the economic interest of individuals. It also specified the amount of legal interest, with an annual value not exceeding one-third of the capital, and not allowed to claim more than twice the debt, even if the repayment period was long.¹⁴

C. Consumer Protection in the Legislations of Roman Civilization

The Romans were more concerned with consumer protection than their counterparts the owners of ancient laws and regulations, and during the reign of “Emperor Justian” the “Law of the Twelve Tables” was promulgated in the year (450 BC), which dealt with the fate of fraudulent contracts and considered the act of deception null and leads to the nullification of the proceedings and restored the status quo ante, in addition, Roman law obliged the seller to guarantee hidden defects associated with the sale, which the buyer is ignorant of and would not be able to detect¹⁵. The Law of the Twelve Tables also created a situation concerned with regulating commercial transactions and monitoring the market, called the “Market Ruler”¹⁶, and required merchants and farmers to sell at set prices.

As for the “Emperor Diocletian” (284-305 BC), he issued a regulation that determines the prices of basic commodities and goods and imposes fines on the merchant who sells at a price higher than the normal price¹⁷, “Emperor Zeno” also promulgated legislation criminalizing the monopoly of commodities and goods, and the penalty for those who kept storing commodities and agricultural crops for the purpose of raising their natural prices is confiscation or final exile.¹⁸

3. Consumer Protection in MENA Ancient Legislations

Islamic Law (Sharia) paid great attention to trade and commercial exchanges, and the consumer had the largest share

of care, as Islam preceded contemporary legislations by more than (1400) years in the field of consumer protection, and Islamic Sharia focused in particular on the aspect of protecting him from cases of fraud, preserving his rights and guaranteeing his interests. The researcher believes that Islamic Sharia has excelled over modern legislation, in that it included all violations affecting the consumer and did not neglect its regulation, in contrast to modern consumer protection legislation, which was marred by deficiencies in many aspects, as well as the failure of legislators to regulate many violations related to consumers, such as Monopoly. Islamic law included many regulations and controls for consumer protection in the field of commercial transactions, such as the prohibition of actions that lead to harm to the purchasing power of the consumer, such as monopoly that leads to raising the prices of commodities in the market. The Sharia also prohibits all acts that involve fraud or cheating, in addition to prohibiting usury and other acts that directly affect the interests of the consumer¹⁹. And given the difficulty encountered by the researcher in finding comprehensive consumer protection legislation that could be compared to the Islamic regulations to protect consumers from fraud in commercial transactions, this called for a broader address of the manifestations of this Islamic protection to guide legislators in amending consumer protection laws, and to incorporate the violations that they omitted. The consumer protection controls mentioned in the Holy Quran and the Holy Prophet's Sunna can be summarized as follows:

A. Documenting Business Operations in Writing

Since the dawn of Islam, the Prophet, "may God's prayers and peace be upon him", paid attention to trade and the organization of the economic life of Muslims, and he sought to protect the masses of consumers and preserve their money and rights from loss, so he ordered Muslims to document their dealings in writing to avoid error and to prove their financial rights²⁰. This came in compliance with his order of the Almighty to document the debts in writing, as in His saying, Glory be to Him: “O you who believe! When you contract a debt for a fixed period, write it down²¹”. Islam was also endeavoured on preserving people's rights up to the most basic, and preventing its negligence and loss, as is evident from the same verse that includes the purpose of documentation, as the Almighty said: "You should not become weary to write it (your contract), whether it be small or big, for its fixed term, that is more just with Allah; more solid as evidence, and more convenient to prevent doubts among yourselves".

¹³ Rabah, Ghassan (2006). The new consumer protection law, 1st edition, Beirut, Zain human rights publications, p. 11.

¹⁴ Maskin, Hanan (2016). Legal protection for the consumer between perspective and reality, master's thesis, Dr. Taher Moulay Saida University, Algeria, p. 8.

¹⁵ Al-Aboudi, Abbas (2017). History of Law, 6th Edition, Amman, Dar Al Thaqaifa, p. 173.

¹⁶ Al-Aboudi, Abbas, the same source, p. 165.

¹⁷ Al-Jaf, Alaa Omar (2017). Legal mechanisms for consumer protection in electronic commerce contracts, 1st edition, Beirut, Al-Halabi human rights publications, p. 29.

¹⁸ Khalaf, Ahmed Mohamed Mahmoud (2007). Criminal protection for the consumer in private laws, 1st edition, Egypt, a comparative study, Al-Maktaba Al-Asriya, p. 26.

¹⁹ Gray, Essam El Din (2020). “The Historical Development of Consumer Protection,” Moroccan Law Journal, No. 45, p. 239.

²⁰ Al-Saghir, Hamid (2015). The origins of consumer protection in Islamic jurisprudence and its mechanisms (the Qur'an and Sunnah are two models), 1st edition, Riyadh, Dar Al-Aluka, p. 83.

²¹ Verse (282) of Surat Al-Baqara.

B. Fulfilment of Obligations

Fulfilling covenants is one of the most important guarantees of consumer rights, as it is the basis of trust in transactions between members of society, without which its structure is undermined and the rights of society are lost. Therefore, Islam in this matter is strict to ensure that individuals respect and not prejudice their covenants.²²

The Holy Qur'an includes verses that obligate the fulfilment of contracts, and the commander of Almighty of the fulfilment of contracts in His saying, the Highest: "O you who believe! Fulfil (your) obligations²³".

C. Fulfilment by Weights and Pints

Islam has magnified the status of pints and weights, urged people to adhere to the integrity of the weight and forbade cheating in the balance in order to ensure the integrity of commercial transactions and guarantee the rights of consumers. In many places in the Qur'an, the Creator, the Almighty, commanded merchants to fulfil the rights of buyers at the purchase stage without diminishing. The Almighty said: "Give full measure and weight in justice and reduce not the things that are due to the people²⁴".

And the Almighty said in a second verse: "And observe the weight with equity and do not make the balance deficient"²⁵. The pints differ from weight, as the first is concerned with size, and is defined as: "an estimate of things in their sizes,²⁶" while the second is concerned with weight, and is defined as: "an estimate of heaviness and lightness.²⁷"

And due to the greatness of this matter, the Almighty warned in "Surat Al-Mutaffifin"²⁸ whoever cheats on his commodity or decreases its weight or number with loss, destruction and woe, which is a word associated with everything that involves grave danger²⁹, and means the severity of the suffering in the afterlife. The Almighty said: "Woe to Al-Mutaffifin (those who give less in measure and weight) (1) Those who, when they have to receive by measure from men, demand full measure (2) And when they have to give by measure or weight to (other) men, give less than due (3)".

D. The Prohibition of Fraud in Sales

Islam urged honesty and trustworthiness in commercial transactions, and raised the status of the honest merchant,

placing him in the rank of prophets and martyrs. Abu Sa'eed "May God be pleased with him" narrated that the Prophet "May God's prayers and peace be upon him" said: "The truthful, trustworthy merchant is with the Prophets, the truthful, and the martyrs." Narrated by Al-Tirmidhi³⁰.

Islam prohibits fraud in the Qur'an, Sunnah, and Consensus, and considers it a departure from the spirit of Islam, and its perpetrators are subject to disciplinary punishment. In the Qur'an, the Almighty forbids fraud, describing it as a means to unjustly seize people's money.³¹

As for the Sunnah, it was narrated in the Hadith of Abu Hurairah, "May God be pleased with him", that the Messenger "May God's prayers and peace be upon him" passed by a pile of food. He put his fingers in it and felt wetness. He said: 'O owner of the food! What is this?' He replied: 'It was rained upon O Messenger of Allah.' He said: 'Why not put it on top of the food so the people can see it?' Then he said: 'Whoever cheats, he is not one of us.'³²

It is obvious from the Prophet's saying "May God's prayers and peace be upon him", "Not one of us", that there is a strong prohibition of fraud and a deterrent for merchants from falling into its trap.

E. The Prohibition of "Aleatory" Sale

The term "Aleatory" means "everything of unknown consequence"³³, such as the sale of (non-existent) and (unknown), like the sale of fish in the water and birds in the air, or any commodity that is difficult to inspect, where the defect in such sales is blatant ignorance of the subject matter of the contract and uncertainty of the equivalence of exchange values³⁴, therefore, "Aleatory" involves corruption that entails a prohibition by the legislator. As narrated by Abu Hurairah: (The Messenger, "May God bless him and grant him peace", forbade the "Aleatory" sale)³⁵.

The prohibition in "Aleatory" contracts is one of God's rights that people cannot infringe on, just as it is a right for people. The purpose of its prohibition is to protect people's money from loss³⁶, thereby protect the consumer's rights from loss during the conclusion of the contract, and this is evident in many places in the Sunnah Prophetic. Including what was narrated from Anas bin Malik that "the Messenger, May God's prayers and peace be upon him, forbade selling fruits before they ripen. It

²² Shaqura, Wafaa Haider (2010). Loyalty in the light of the Holy Quran (objective study), master's thesis, Islamic University, Gaza, p. 26.

²³ Verse (1) of Surat Al-Maeda.

²⁴ Verse (85) of Surat Hud.

²⁵ Verse (7) of Surat Al-Rahman.

²⁶ Qalaji, Nahmad Rawas (1996). Lexicon of the Language of Jurisprudence, 1st Edition, Beirut, Dar Al-Nafais, p. 355.

²⁷ Ibn Manzoor, Lisan Al Arab, Dar Al Maarif, Cairo, p. 4828.

²⁸ Al-Mutaffif is taken from Al-Tafeef, which is a little, and Al-Mutaffif is the one that diminishes the right of its owner by decreasing the right in measure or weight. Al-Qurtubi, Abi Abdullah (2007) The Collector of the Rulings of the Qur'an, 1st Edition, Al-Risala Foundation, Part Twenty-Two, p. 130.

²⁹ Abu Munshar, Khawla Hussein Ahmed, Verses of the Balance in the Holy Qur'an (objective study), Yearbook of the College of Islamic and Arabic Studies for Girls, Volume Three, Issue Thirty, p. 351.

³⁰ Afana, Hossam El-Din Ben Moussa (2005). Jurisprudence and Ethics of the Muslim Merchant, 1st Edition, Al-Quds, The Scientific Library and Dar Al-Tayeb for Printing and Publishing, p. 16.

³¹ From that, the Almighty says in verse (29) of Surat Al-Nisa: "O you who have believed, do not consume your wealth among yourselves unjustly, unless it is trade by mutual consent of yourselves, and do not kill yourselves, for God is Merciful to you."

³² Lashin, Musa Shaheen (2002). Fath Al-Mun'im in Sahih Muslim, Book of Faith, Part One (59), Chapter: Whoever deceives us is not one of us, 1st edition, Cairo, Dar Al-Shorouk, p. 330

³³ Al-Sarkhasi, Shams Al-Din (1989). Al-Mabsout, Part Twelve, 1st Edition, Beirut, Dar Al-Marefa, p. 194.

³⁴ Al-Saghir, Hamid (2015). The origins of consumer protection in Islamic jurisprudence and its mechanisms (the Qur'an and Sunnah are two models), 1st edition, Al-Aluka Network, p. 141.

³⁵ Al-Tirmidhi, Abu Issa Muhammad Bin Isa (2014). Volume II, 1st Edition, Cairo, Dar Al-Taseel, p. 402.

³⁶ The Blind, Al-Siddiq Muhammad Al-Amin (1990). Al-Gharar and its impact on contracts in Islamic jurisprudence, 2nd edition, Beirut, Dar Al-Jeel, p. 19.

was said: "O Messenger of Allah what does ripen mean?" he said: 'when they turn red.' And the Messenger of Allah said: "What do you think if Allah withholds the fruits (causes it not to ripen), why would any one of you take his brother's wealth?"³⁷

F. The Prohibition of Monopoly

In some circumstances, merchants collect commodities such as foodstuffs and the like and hide them from consumers in times of need, with the intention of waiting for their prices to rise. Therefore, because of the ugly nature of these acts and the abhorrent selfishness of their perpetrators, in order to achieve their personal interest and enrichment at the expense of the rights of the public, and because of their great danger to society, by increasing the distress of consumers, and robbing them of their public right, and this is not acceptable according to the Shari'a, as withholding the right from those who deserve it is injustice, and injustice is forbidden³⁸, so the Shari'a prohibited monopoly, and considered the monopolist a sinner. On the authority of Abu Hurairah, he said: The Messenger, "May God's prayers and peace be upon him", said: "None withhold intending to exaggerate it against the Muslims but a sinner, and will have God's and the Messenger of God protection removed from him"³⁹.

G. The Prohibition of Deceitfully (Negish) Sale

The above section says how to prepare a subsection. Just The term of "Negish/Artificially inflate the prices /deceitfully sale" is the case in which a man increases the price of a commodity, and he does not want to buy it, but for someone else to hear that, which he will increase the price⁴⁰. That is, the case here either a collusion bidding process between parties, one of whom offers the commodity at auction while the other increases its price without intent to buy it, or increasing the price of the commodity by a third party for the purpose of raising the price, and harming other contractors without any collusion with the parties to the contract⁴¹. The Messenger, "May God's prayers and peace be upon him", forbade deceitfully selling, because it harms consumers, neglects them, and unjustly consumes their money. It was narrated that Abu Hurairah said: "The Messenger of Allah said: 'Do not artificially inflate prices, Urban should not sell for a Bedouin, a man should not offer more for something that has already been bought by his brother ...'"⁴².

It is observed here that in addition to the prohibition of "Deceitfully sale", the Holy Prophet forbade other conducts that

would harm consumers, including the sale of the urban to the Bedouins, which is intended by selling the commodities they have to the people of the desert with a view to increasing the price, or for a person from the country to sell a commodity whose owner is a stranger, and increase the price of the commodity more than the price demanded by the stranger⁴³.

From the foregoing, it is noted that the provisions of Islam related to the organization of trade and consumer protection specifically address the consciences of merchants and direct them in their commercial dealings without any interference from the rulers. However, Islam defined two forms of state intervention to protect consumers from fraud that they may fall victim to in their daily transactions⁴⁴, through the establishment of a system called "Hisba".

As a term the "Hisba" is defined as: "Enjoining good if it appears that it is not being done, and preventing vice if it appears that it is being done"⁴⁵, The function of the "Hisba" in its purposes is a religious function of "Promotion of Virtue and Prevention of Vice", and the evidence for its legitimacy is derived from the Holy Qur'an: "The believers, men and women, are Auliya' (helpers, supporters, friends, protectors) of one another; they enjoin (on the people) Al-Ma'ruf (i.e. Islâmic Monotheism and all that Islâm orders one to do), and forbid (people) from Al-Munkar (i.e. polytheism and disbelief of all kinds, and all that Islâm has forbidden); they perform As-Salat (Iqâmat-as-Salât)⁴⁶....".

Accordingly, it is clear that the scope of the tasks of (Al-Muhtasib - the policeman of morals) is worship in addition to transactions, and that the ruler of the Muslims appoints whoever he deems appropriate for the job, and the purpose of Al-Muhtasib's presence is protecting the community from sellers and manufacturers, searches for evils, monitors roads, and prevents harassment of people. Among his duties is to go to the markets and monitor the merchants and professionals, monitor the prices of bread and make sure that it is not cut off from the market, and supervise the drinkers, that is, syrups manufacturers, that is, syrups medicines. In addition to monitoring the goods for sale and ascertaining their prices and specifications, and forbidding fraud.⁴⁷

4. Conclusion

MENA ancient civilizations legislations, mainly Egypt, Iraq, Roman and Islamic State, not only reflect a picture of successful commercial activities in ancient MENA, but also provide clear interpretation of lot of regulations that were tackling the instability in the markets.

³⁷ Al-Nisa'i, Abu Abd al-Rahman Ahmad ibn Shuaib (2001). The Great Sunnahs, Part VI, 1st edition, Al-Risala Foundation, p. 30.

³⁸ Ahmed, Mohamed Mohamed Ahmed Abu Sayed (2004). Consumer Protection in Islamic Jurisprudence, 1st Edition, Beirut, Dar Al-Kutub Al-Ilmia, p. 132.

³⁹ Al-Bahaqi, Abi Bakr Ahmed bin Al-Hussein bin Ali (2003) Al-Sunan Al-Kubra, Part VI, 3rd Edition, Beirut, Dar Al-Kutub Al-Ilmiya, p. 49.

⁴⁰ Ibn Manzoor, Lisan al-Arab, 1st edition, Cairo, Dar al-Ma'arif, pg. 4353.

⁴¹ Al-Assaf, Adnan Mahmoud (2005). Al-Najsh and its Contemporary Applications: A Comparative Study in Islamic Jurisprudence and Jordanian Law, Studies of Sharia Sciences and Law, Volume 32, Issue 2, p.

⁴² Al-Nisa'i, Abu Abd al-Rahman Ahmad ibn Shuaib (2001). Al-Sunan Al-Kubra, Part VI, Al-Risala Foundation, 1st edition, pg. 23.

⁴³ Al-Zuhaili, Wahba (1985). Islamic jurisprudence and its evidence, Part Four, Fiqh theories and contracts, 2nd edition, Damascus, Dar Al-Fikr, p. 239.

⁴⁴ Saleh, Mahmoud Abdel Hamid Mahmoud. Consumer Protection in Islam, Journal of Islamic Research, Volume 1, Issue 2, 2015, p. 147.

⁴⁵ Obeid, Hayat. Al-Muhtaseb and his role in consumer protection, The National Forum: Consumer Protection in light of economic openness, Institute of Humanitarian and Administrative Sciences, University Center in Al-Wadi, 13-14 April 2008, p. 130.

⁴⁶ Verse (71) of Surat Al-Tawbah.

⁴⁷ Obeid, Hayat. The accountant and his role in consumer protection, previous reference, p. 139.

It became clear that the ancient MENA was a mixed economy following to the socio-economic philosophy of a welfare state. The trust on market forces to bring social goods was less. However, the state was both controller and player.

It would not be an exaggeration to say that the rules and regulations prescribed under the MENA ancient countries not only formed the evolution of society including trade and commerce, but also formed the basis of the development of the rules and regulations of modern times. The approach adopted in formulating and implementing such regulations seems to be holistic, where concerns of all stakeholders were taken into account. While the interests of subject (consumers) were supposed to be prime, those of the traders and producers were also not undermined.

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