THE CONCEPT OF GIFT (*HIBAH*) AND ITS REVOCATION (*AL-I'ITISAR*) UNDER ISLAMIC LAW: AN ANALYSIS

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Abstract
This paper examined the concept of gift (hibah) and its revocation (al-iʿtisār) under Islamic law, focusing on how classical jurists across the major Sunni schools addressed its legal and ethical implications. While hibah was encouraged in Islam as an act of generosity and social cohesion, it was also subject to defined legal conditions concerning donor intent, transfer of ownership, and the permissibility of revocation. The study analysed the circumstances in which a gift could be revoked, highlighting differences among the Ḥanafī, Mālikī, Shāfiʿī, and Ḥanbalī schools. It also explored key exceptions—such as gifts from parents to doneeren or cases involving debt—that restricted a donor's ability to reclaim a gift after its execution. Drawing on classical legal sources such as al-Muwaṭṭaʾ, al-Mughnī, and al-Majmūʿ, the paper demonstrated that while Islamic law promoted hibah as a moral virtue, it also prioritised legal stability and justice. The findings showed that the regulation of gift and revocation in Islamic jurisprudence offered a careful balance between altruism and legal certainty, with ongoing relevance to modern issues such as family gifts, estate distribution, and financial ethics.

Kewords: gift (hibah), revocation (al-iʿtisār), donor (wahib), transfer of ownership and consideration ('iwad)

Introduction

The concept of *hibah* (gift) occupies a significant place within Islamic jurisprudence as a legal mechanism for the voluntary transfer of ownership from one individual to another. Traditionally, a gift is classified as a unilateral binding contract, wherein the donor (*wahib*) transfers ownership without expecting compensation. However, Islamic law recognizes certain exceptions where a gift may become bilaterally binding, particularly in cases involving consideration ('*iwad*), thereby introducing complexity in both its execution and revocation. Understanding the intricacies of *hibah* necessitates a specialized and nuanced analysis, drawing from both Shari'ah principles and legal interpretation. This is especially crucial in light of its dual nature — as both a spiritual act of benevolence and a legally enforceable transaction. The Quran emphasizes the spiritual value of giving, stating: "You will not attain righteousness until you spend from that which you love"[1] and the Prophet Muhammad (peace be upon him) affirmed its moral value, saying: "Souls are naturally inclined to love those who treat them kindly." Thus, the institution of gift plays a vital role in nurturing social harmony, mercy, and human dignity, especially at a time when interpersonal relationships are increasingly strained and fragmented.

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[1] Aal-Imran 3:92

Legally, the act of gifting carries profound implications. It requires a significant degree of intent and courage from the donor, as it often involves the relinquishment of assets that could have otherwise supported their heirs. The potential impact on inheritance rights and financial stability emphasises the importance of clearly understanding the conditions under which a gift may be revoked. This is known in Arabic *al-i'itisar.* This paper explores the conditions for the revocation of a gift under Islamic law, focusing particularly on *al-i'itisar,* and critically analyzes the juristic opinions surrounding this issue. The study aims not only to clarify the legal parameters that govern revocation but also to contribute to the broader academic discourse by integrating classical jurisprudence with contemporary legal concerns. Moreover, this research is intended to enhance scholarly understanding and provide valuable insights into the delicate balance between moral generosity and legal rights, thereby enriching the university library and culminating four years of intensive academic pursuit.

The Concept of Gift

Islamic law (Shariah) places high value on acts that promote love, goodwill, and social cohesion, encouraging all efforts that strengthen human relationships. While obligatory forms of giving like zakat are mandated to ensure social welfare and economic balance. Moreover, Islam also encourages voluntary generosity such as *hibah* (gift-giving). Unlike zakat, which is a binding duty, *hibah* is a non-compulsory act of kindness that enhances interpersonal bonds, fosters mutual affection, and contributes to the moral and social fabric of the community.

Linguistic Meaning of Gift

Literally, the term hibah (gift) refers to an act of voluntary giving or showing favor to others, whether or not the subject matter involves tangible property. It encompasses anything from which benefit can be derived, whether material or immaterial.[2] For example, a material gift could involve giving someone a horse, a car, or a house, while an immaterial gift may be expressed through a statement such as: "May God grant you a donee," even though the donee is free and not considered property.[3] This is supported by Quranic usage, such as the prayer of Prophet Zakariya (peace be upon him): {So grant me from Yourself a successor}[4] and the verse: {He grants to whom He wills [female] doneeren, and He grants to whom He wills [male] doneeren}.[5] When acts of gifting are frequent, the giver may be referred to as "*Wahhāb*" (one

[2] Muhammad Kamel Morsi Pasha, *Sharh al-Qanun al-Madani al-Jadid, Juz' 5: Al-'Uqud al-Musamma* (Dar al-Nahda al-'Arabiyya, 1960) 16

[3] Muhammad bin Ahmad Takiya, *Dirasa 'an al-Hiba fi Qanun al-Usra al-Jaza'iri Muqaranatan bi-Ahkam al-Shari'a al-Islamiyya wa al-Qanun al-Muqaran* (Al-Diwan al-Watani lil-Ashghal al-Tarbawiyya, 1st edn, Algeria 2003) 14

[4] Quran, Maryam 19:5

[5] Quran, Ash-Shura 42:48

who gives generously), a form derived to denote intensification or excessiveness in the act. The expressions "*rajul wahhāb*" or "*wahhābah*" thus describe a person who gives generously and repeatedly.[6]

Technical Meaning of Gift

In Islamic jurisprudence (fiqh), the concept of hibah—commonly translated as "gift"—is defined with slight variations across the different schools of thought. While the core idea revolves around the voluntary transfer of ownership without compensation, each school introduces nuances that reflect their interpretative principles and doctrinal emphases. Understanding these definitions is essential, particularly when examining legal consequences such as revocation (al-i'itisar), eligibility, and formalities. Below are the technical definitions of hibah according to the Hanafi and Maliki schools.

I. Hibah in the Hanafi School

According to the Hanafi jurists, hibah is defined as:

> Transferring ownership of property without consideration.[7]

This means that any person who holds rightful and complete ownership over a tangible asset ('ayn) may give it away voluntarily to another without receiving anything in return, whether immediately or in the future, and while still alive. The emphasis here is on unilateral transfer without compensation, and it is limited to tangible, existing assets.

II. Hibah in the Maliki School

The Maliki school offers a more detailed categorization, distinguishing between two types of gifts:

> Hibah without compensation (Hibah li ghayr al-thawab): This is defined as: The transfer of ownership by someone legally capable of donating, of an object that is transferable by law, without consideration, to a qualified recipient, using a clear statement or equivalent indication.[8]

This type of *hibah* must originate from a donor who is free from coercion and defects in will, and it is often given out of personal affection or spiritual intent, such as seeking God's pleasure.

1. Hibah with compensation (Hibah al-thawab): Defined by Imam Ibn 'Arafa as: "A donation intended to obtain a material return."[9] In this case, the gift is given with the expectation of a material reward,

[6] Hassan Muhammad Boudi, *Mawani' al-Ruju' fi al-Hiba fi al-Fiqh al-Islami wa al-Qanun al-Wad'i* (Dar al-Jami'a al-Jadida lil-Nashr 2003) 19, 20, 21
[7] Ibid, 19
[8] Ibid, 20
[9] Ibid, 21

and as such, it takes on the characteristics of a contract of sale due to the presence of reciprocal consideration.

The contrast between the Hanafi and Maliki approaches reflects the broader jurisprudential themes within Islamic law. The Hanafi definition emphasizes the simplicity and gratuity of the transaction, while the Maliki view allows for more complexity, recognizing variations based on the donor's intent and whether consideration is involved. This distinction becomes particularly relevant when addressing legal questions about revocability, donor's rights, and the classification of the gift in case of disputes.

III. Hibah in the Shafi'i School

In the Shafi'i school of thought, *hibah* is defined as:

> The transfer of ownership of property without consideration during one's lifetime, voluntarily.[10]

The Shafi'i jurists added the term "voluntarily" (*taṭawwuʿan*) to the definition—distinguishing their position from that of the Hanafi school. This addition is intended to exclude obligatory acts of giving, such as zakat, vows (*nadhar*), and expiations (*kaffarat*), which—although they may involve the transfer of wealth—are performed out of religious duty, not voluntary generosity.

IV. Hibah in the Hanbali School

According to the Hanbali school, as defined by Ibn Qudamah, *hibah* encompasses a broad range of terms with overlapping meanings. He states:

> Hibah, charity (*sadaqah*), gift (*hadiyyah*), and grant *(ʿatiyyah*) are closely related concepts, all of which involve the transfer of ownership during the donor's lifetime without compensation. The term "*atiyyah*' generally includes all of them.[11]

Despite the similarities, Ibn Qudamah also points out important distinctions between these forms. He notes that hibah, sadaqah, and hadiyyah differ in intent and context. For example, the Prophet Muhammad (peace be upon him) used to accept gifts but not charity, as illustrated in the incident concerning meat that was

[10] Ibn Ḥajar al-ʿAsqalānī, *Talkhīṣ al-Ḥabīr*, vol 3 (Dār al-Kutub al-ʿIlmiyya, n.d.) 69–70

[11] Ibn Qudamah, Muwaffaq al-Din and Shams al-Din ibn Abi 'Umar ibn Qudamah al-Maqdisi**,** *Al-Mughni*, vol 6 (Dar al-Kitab lil-Nashr wa al-Tawzi', Beirut, n.d.) 246.

given as charity to Barirah. The Prophet said: "It was charity for her but a gift for us."[12] This highlights that if something is given with the intention of seeking closeness to Allah and helping the needy, it is considered *sadaqah*. In contrast, if something is given to strengthen bonds of love or affection, it is regarded as a *gift (hadiyyah)*. Nonetheless, all such forms of giving are praiseworthy and encouraged in Islam, as the Prophet (peace be upon him) also said: "Exchange gifts and you will love one another."[13]

The Legitimacy of Gift (*Hibah*) in Islamic Law

The institution of *hibah* (gift-giving) is well-established and deeply rooted in Islamic law, supported by clear textual evidence from the Qur'an, the Sunnah, scholarly consensus (*ijma'*), and rational analysis (*ma'qūl*). Islamic teachings regard gift-giving not only as a means of voluntary charity but as a noble act that promotes generosity, social cohesion, and spiritual refinement.

Multiple verses of the Qur'an affirm the lawfulness and moral excellence of gift-giving. Allah says:

> But if they (women) of their own accord remit to you a part of the dower, then enjoy it with pleasure and goodwill.[14]

This verse indicates that a gift, even in the form of relinquished rights, is lawful when given willingly. Allah also praises those who give from their wealth:

> And gives his wealth, in spite of love for it, to relatives, orphans, the needy, the traveler…[15]

Furthermore, Allah describes Himself as **al-*Wahhāb*** (The Ever-Generous Giver), encouraging believers to adopt similar virtues of generosity:

> Indeed, You are the Almighty, the Most Generous (*al-Wahhāb*).[16]

These verses not only establish permissibility (*ibāhah*) but encourage (*istihbāb*) gift-giving, especially when it strengthens kinship and social bonds. The Sunnah of the Prophet Muhammad ﷺ provides practical

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13
14 *Surah An-Nisa (4:4)*
15 Surah Al-Baqarah (2:177)
16 *Surah Ṣād (38:35)*

and direct endorsement of *hibah*. Numerous *ahadith* encourage Muslims to give and accept gifts. **Aisha (RA)** reported:

> The Prophet ﷺ used to accept gifts and reciprocate for them.[17]

Umar ibn al-Khattab (RA) narrated:

> I gave a horse in charity for the sake of Allah, but the person wasted it. I wished to buy it back. The Prophet ﷺ said: 'Do not buy it back, even if he gives it to you for a dirham. For the one who [18]takes back his gift is like one who swallows his vomit.'

These narrations confirm that *hibah* is a virtuous and praiseworthy deed but must be sincere and unconditional.

The Essential Elements (Arkān) of Hibah (Gift)

In Islamic jurisprudence, the valid execution of a gift (hibah) requires the fulfilment of three core elements: the donor (al-wāhib), the donee (al-mawhūb lahu), and the subject of the gift (al-mawhūb). Each of these elements is subject to specific legal considerations, as outlined below.

1. The Donor (al-Wāhib)

Jurists unanimously agree that a gift is valid if the donor possesses legal ownership of the subject matter at the time of the donation, and that such ownership must be free from encumbrance, such as restrictions due to illness or legal incapacity. While a gift made during sound health is undisputedly valid, jurists differ in their opinions regarding gifts made in illness or under financial or mental incapacity.

a) **In the case of illness**, the majority opinion analogises such gifts to wills (waṣiyyah), and thus restricts the donor to gifting only one-third of their estate, as indicated in the hadith of ʿImrān ibn Ḥuṣayn, where the Prophet ﷺ allowed the emancipation of only one-third of six slaves at the point of death (Muslim).

b) **The Ẓāhirī school**, however, argues that such gifts should remain valid and taken from the entire estate unless proven otherwise by explicit scriptural evidence. They consider the aforementioned hadith to pertain solely to testamentary bequests rather than inter vivos gifts.

[17] Sahih al-Bukhari, Hadith No. 2585
[18] Sahih al-Bukhari, Hadith No. 2621; Sahih Muslim, Hadith No. 1620

Furthermore, illnesses that are considered "life-threatening" (marḍ al-mawt) are those that restrict the legal capacity of the donor. Malikī scholars also include perilous conditions such as proximity to doneebirth, facing imminent danger in battle, or sailing on rough seas. Chronic conditions, however, are not typically regarded as incapacitating. With regard to legal incompetency (safah) or insolvency (iflas), there is consensus that gifts given under such circumstances are invalid due to the absence of sound legal capacity.

2. The Subject of the Gift (al-Mawhūb)

All items lawfully owned and transferable may be given as gifts. Jurists agree that an individual may donate their entire estate to a non-relative. However, disagreement arises concerning the preferential treatment of some doneeren over others in gift distribution.

a) The majority of jurists discourage favouring one donee over another in gifts but maintain that such gifts, if executed, remain legally valid.
b) The Ẓāhirī school holds a stricter view, declaring all preferential gifts among offspring impermissible.
c) According to Mālik, it is permissible to favour one donee over another but impermissible to gift one's entire wealth to a single donee to the exclusion of others.

This debate is rooted in the hadith of al-Nuʿmān ibn Bashīr, where the Prophet ﷺ rejected the exclusive gift of a slave to one son and ordered its retraction (Ṣaḥīḥ al-Bukhārī; Muslim). The Prophet is reported to have said, "This is injustice." According to most jurists, however, such a hadith is interpreted as recommendatory rather than obligatory, particularly when contrasted with the accepted permissibility of gifting one's entire wealth to a non-relative.

3. The Form and Acceptance of the Gift

Hibah requires an offer (ījāb) and an acceptance (qabūl) from the donee. The latter must be legally competent to receive and possess the gift. A major point of contention among jurists is whether physical possession (qabḍ) is a condition for the validity or merely the completion of a gift.

a) According to al-Thawrī, al-Shāfiʿī, and Abū Ḥanīfah, possession is a condition for the validity of the gift. If the gift is not physically received, it remains non-binding.
b) Imām Mālik, however, maintains that acceptance is sufficient for the validity of the gift, and possession is only required to complete the transfer. If the donee delays in taking possession and the donor becomes insolvent or ill, the gift is nullified.

c) Aḥmad ibn Ḥanbal and Abū Thawr argue that possession is not required at all; a gift becomes valid upon mutual agreement alone. This view is also endorsed by the Ẓāhirīs. However, a narration from Aḥmad indicates that possession is necessary for measurable items such as grain or coinage.

The primary basis for the requirement of possession is the narration from Abū Bakr (RA), who revoked a gift to ʿĀʾishah (RA) because she had not taken possession of it (al-Muwaṭṭaʾ). Similarly, ʿUmar ibn al-Khaṭṭāb (RA) condemned individuals who falsely claimed to have gifted items posthumously to their heirs without proof of delivery or possession.

4. Parental Gifts and Guardianship

Most jurists hold that a father may take possession on behalf of a minor donee or mentally incompetent adult under his guardianship. This applies to gifts from the father or third parties. The act of public declaration and witness testimony is considered sufficient for legal transfer, especially when the item is not specifically designated or in monetary form. According to Mālik, actual transfer of possession is required for tangible items such as clothing or residences, wherein the father must vacate or relinquish use. As for valuables like gold or silver, opinions vary—some require their physical transfer, while others accept symbolic possession such as sealing them in a container with witnesses present. The guardian (waṣī) may act similarly to a father. However, Mālik's school shows internal variation on whether the mother may act as a guardian in such matters. Ibn al-Qāsim, citing Mālik, denies this right to the mother, while others among Mālik's followers grant it. The Ḥanafīs, on the other hand, consider both parents to have equal standing in this regard, while the Shāfiʿīs allow the maternal grandfather and grandmother similar privileges.

Revocation of Gift (Al-i'itisar)

The term revocation of gift in Islamic jurisprudence is known as "*al-iʾṣār*" (الإعسار), which refers to the act of a donor (*wāhib*) taking back a gift (*mawhūb*) that has already been given and accepted by the donee (mawhūb lahu). This act essentially reverses the transfer of ownership that occurred through hibah (gift-giving). In Arabic, the term used for revocation is often "*raj' al-hibah*" (رجع الهبة), meaning "returning a gift." The concept implies that although a gift is voluntarily given without compensation, the donor may, under certain circumstances, seek to reclaim it during their lifetime.

Islamic law generally discourages revocation, as it contradicts the spirit of generosity and sincerity. However, scholars recognize that revocation may occur, particularly in situations where the law allows it—for example, when the donee has not yet taken possession of the gift, or when the donor is a parent reclaiming a gift given to their donee. In essence, revocation of a gift is the legal undoing of a previously completed act of generosity, where the gifted item is taken back by the original owner, either through consent, legal process, or specific exemptions provided in Islamic law.

The Legality of Revocation under Islamic Law

In Islamic jurisprudence (fiqh), the general principle governing hibah (gift-giving) discourages revocation (rujūʿ) of a gift once it has been validly executed and delivered. This is rooted in both moral and legal considerations, as the revocation of a gift is seen to contravene the spirit of generosity and social harmony that Islamic ethics seeks to foster. The Prophetic hadith serves as the foundational text:

> The one who takes back his gift is like a dog that returns to its vomit.[19]

This hadith, widely accepted across the four Sunni schools of law, strongly condemns the act of reclaiming a gift after it has been given. However, the jurists have engaged in nuanced debate about the legal ramifications of revocation, especially when considered in light of public interest (maṣlaḥah), judicial necessity, or familial relations.

1. The Hanafi School

The Ḥanafī school permits the revocation of gifts prior to delivery, as no transfer of ownership is deemed to have occurred. After delivery (qabḍ), however, revocation is generally disapproved (makrūh), although it remains legally valid (jāʾiz) under specific conditions.

Notably, revocation post-delivery is permitted:

1. By mutual consent between the donor and the donee.
2. By judicial decree when justified by equitable considerations.
3. Excluded from revocation: Gifts between relatives with prohibited degrees of marriage (maḥārim) and between spouses, due to the moral and emotional consequences.

The Majalla al-Aḥkām al-ʿAdliyya, the codified Ottoman Ḥanafī legal manual, encapsulates this position:

> "It is not permitted to revoke a gift after delivery, except with the permission of the donee or by a court decision."[20]

Classical jurist Al-Kāsānī (d. 587 AH) reinforces this in his commentary:

> Revocation is reprehensible due to the Prophet's condemnation, but it is not invalid in all cases.[21]

2. The Maliki School

The Mālikī school takes a more restrictive approach, firmly prohibiting revocation once the gift has been delivered, except in extremely limited circumstances. This is rooted in the principle of binding intent (niyyah) and the sanctity of the irrevocable transfer of ownership.

In the Risālah of Ibn Abī Zayd al-Qayrawānī (d. 386 AH):

[19] Ṣaḥīḥ al-Bukhārī, Ḥadīth No. 2622; Ṣaḥīḥ Muslim, Ḥadīth No. 1622
[20] Al-Majalla al-Aḥkām al-ʿAdliyya, Articles 861–866
[21] Badāʾiʿ al-Ṣanāʿiʿ fī Tartīb al-Sharāʾiʿ, vol. 6, p. 126 (Beirut: Dār al-Kutub al-ʿIlmiyyah, 1986).

> It is not permissible for the donor to retract a gift once possession has occurred, unless the gift was fraudulent or forced.[22]

The Mālikīs also emphasise that allowing revocation would undermine commercial reliability and family cohesion. Thus, even judicial revocation is not accepted unless the gift involved coercion or deception (ghabn fāḥish).

Commentator Al-Khurashī in his explanation of the Mukhtaṣar Khalīl writes:

> Revocation is forbidden absolutely after the donee's possession, as it is akin to injustice and causes hatred.[23]

3. The Shafi'i School

The Shāfiʿī school permits revocation before delivery, based on the principle that ownership is not transferred until qabḍ occurs. However, after delivery, revocation is not permissible unless the gift was given under duress, error, or with defects in consent. In Al-Muhadhdhab by Abū Isḥāq al-Shīrāzī (d. 476 AH):

> If a person gifts and the recipient accepts but does not take possession, the donor may revoke. But once the donee takes possession, the gift is binding and irrevocable, unless there was coercion or mistake.[24]

Further support is found in Al-Nawawī's commentary:

> The prohibition of revocation applies post-possession. Before that, revocation is allowed as the contract is not yet complete.

4. The Hanbali School

The Ḥanbalī school adopts a hybrid position, similar to the Ḥanafī view, allowing revocation before delivery and limited revocation after delivery, subject to judicial approval or consent of the donee.

In Al-Mughnī by Ibn Qudāmah (d. 620 AH):

> It is permissible to revoke a gift before possession. After possession, it is not permissible unless with mutual consent or by judicial order.[25]

However, the entire four schools revocation is impermissible in the case of:

a) Parental gifts to doneeren (*birr al-wālidayn*).
b) Gifts between spouses or *maḥārim*.
c) Gifts resulting in significant hardship or injustice upon the donee.

[22] Risālah, Book 36, Section on Hibah, p. 236 (Dār al-Fikr, 1995).
[23] Sharḥ al-Khurashī ʿalā Mukhtaṣar Khalīl, vol. 7, p. 82 (Beirut: Dār al-Fikr, 1997).
[24] Al-Muhadhdhab fī Fiqh al-Imām al-Shāfiʿī, vol. 1, p. 408 (Dār al-Fikr, 1992).
[25] Al-Mughnī, vol. 5, p. 626 (Beirut: Dār al-Kutub al-ʿIlmiyyah, 1994).

The Ḥanbalī school also gives weight to public interest (*maṣlaḥah*) and equitable considerations (ʿ*adl*), especially when assessing cases of revocation brought before courts.

Conditions for the Revocations of Gift

Islamic jurisprudence (*fiqh*) recognizes hibah (gift) as a voluntary, non-compensatory transfer of ownership. While generally considered binding upon acceptance and possession (qabḍ), classical jurists have allowed the revocation (rujū‘) of a gift under certain limited conditions. This revocation, however, is not absolute, but circumscribed by specific criteria aimed at preserving justice and transactional stability.

According to Ibn Juzayy al-Kalbī, in his Al-Qawānīn al-Fiqhiyyah, the revocation of a gift is only valid if none of the following five conditions have been violated. If any one of these conditions occurs, the donor's right to reclaim the gift lapses, thus rendering the gift irrevocable. These are discussed in detail below:

(i) The Donee Shall Not Have Married After Receiving the Gift

Marriage is viewed in Islamic law as a significant change in a person's legal and financial responsibilities. When a donee, who is a recipient of a gift, enters into marriage, his financial obligations increase, and the gift may have been relied upon for fulfilling these responsibilities. Revoking the gift in such a case would impose an undue burden. Therefore, revocation is impermissible post-marriage, out of concern for harm (*ḍarar*), which Islamic legal maxims strictly prohibit: "*La ḍarar wa la ḍirār" (There shall be no harm or reciprocating harm*).[26]

(ii) The Donee Has Not Incurred Debt After Receiving the Gift

If the donee incurs a debt after receiving the gift, it suggests that the property may have been used as a basis for credit or collateral. Revoking the gift under such circumstances may affect creditors and create injustice or fraud (gharar), which Sharia prohibits. Consequently, once the donee becomes indebted, the right to revoke lapses to protect third-party financial interests and maintain market fairness. This aligns with the broader legal maxim: "Al-ghurm bi al-ghunm" (Liability accompanies benefit), which underpins the necessity of honoring such financial commitments.

(iii) The Property Must Not Have Changed from Its Original Form

Revocation is contingent upon the identifiability and unaltered condition of the gift. If the property has transformed—for example, raw materials turned into products, land developed, or livestock sold or bred—its original identity is considered lost, and hence, the gift becomes irrevocable. This reflects a core fiqh principle that revocation applies only to the exact asset gifted, not its modified form. The Hanafi and Maliki

[26] Ibn Juzayy al-Kalbī, The Canons of Islamic Jurisprudence (Al-Qawānīn al-Fiqhiyyah) (Aisha Bewley tr, Madinah Press 2001) 540.

schools particularly emphasize the need for the property to remain mawjūd (existent) and mu‘ayyan (specific) for revocation to be effective.[27]

(iv) The Donee Shall Not Have Effected Any Changes on the Property

Similar to the previous point, if the donee has altered, improved, or disposed of the property (such as renovating a house or consuming a gift), the gift cannot be revoked. The donee's act of transformation demonstrates ownership and reliance on the gifted item, and revocation would result in unjust enrichment of the donor and loss to the donee.

This is supported by the hadith in Sahih al-Bukhari:

> The one who takes back his gift is like the dog that returns to its vomit.[28]

This metaphorical language highlights the ethical degradation associated with taking back a gift that has become integrated into the donee's life.

(v) Neither the Donor nor the Donee is Sick

Islamic jurists often distinguish between actions taken in sound health (‘*āfiyah*) and those taken in *marḍ al-mawt* (terminal illness). A gift made during illness is treated analogously to a will (*waṣiyyah*) and thus is subject to the one-third rule, meaning it cannot exceed one-third of the estate without the consent of other heirs. Similarly, if the donor or donee falls ill after the gift, revocation is no longer permissible due to the legal instability caused by illness and the potential death of either party, which would finalize the transfer.[29]

In essence, the Islamic legal framework balances the right of the donor to revoke a gift with equitable limitations that protect the donee from harm, uphold good faith in transactions, and prevent abuse. While revocation is theoretically permitted, the five conditions outlined above serve as safeguards to maintain justice and prevent exploitation. These restrictions emphasise the ethical and jurisprudential commitment of Islamic law to stability, fairness, and moral rectitude in interpersonal dealings.

Conclusion

This study explored the legal and ethical dimensions of hibah (gift) and its revocation (al-iʿtisār) within Islamic jurisprudence. It demonstrated that while Islam encourages gift-giving as a virtuous and socially cohesive act, it also imposes clear legal structures to govern the process and its implications. Through an analysis of the views of the four major Sunni schools of law, the study revealed that a valid hibah requires clear intent, offer and acceptance, and actual or constructive possession by the donee, depending on the school. The paper also examined the permissibility and limitations of revoking a gift. Although Islamic law

[27] Al-Kasani, Bada’i al-Sana’i (Dar al-Kutub al-‘Ilmiyya 1986) vol 6, 127
[28] Sahih al-Bukhari, Hadith No 2622
[29] Ibn Qudamah, Al-Mughni (Dar al-Kutub al-‘Ilmiyya 1994) 5, 640–641

generally discourages revocation—emphasizing that true generosity should be unconditional—it allows it under certain circumstances, especially in the Ḥanafī school. However, key exceptions were identified, such as gifts from parents to donee, irreversible transformations of the gifted property, or situations involving debt, where revocation is restricted in the interest of justice and public welfare. Consequently, the concept of *hibah* under Islamic law reflects a balanced approach—one that values altruism but also seeks to preserve legal certainty and prevent disputes. The findings of this paper emphasise the ongoing relevance of these classical rules in contemporary contexts, particularly in family relations, estate planning, and contractual ethics.