In his book *Masadar al haqq*, the Egyptian jurist Al-Sanhuri identified five junctures in contract, which attract the application of good faith:

1. **good faith in the conclusion of the contract and the systems of *khyarat***;
2. **good faith in the performance of the contract** (corresponding in part to the principle of *pacta sunt servanda*);
3. **good faith in the termination of the contract**, whether voluntary or as a result of *force majeure*;
4. **the notion of *riba* or usury**; and
5. **the notion of *gharar* (uncertainty in transactions; a contract where the outcome is not known).**

Once the treaty is concluded Muslim authorities are strict in regard to the necessity of living up to its terms. The Qur'an urges the Muslims "not to break oaths after making them" [Qur'an XVI:93], and if the other party does not break them, then to fulfil their agreement to the end of their term [Qur'an IX:4]. Thus the principle *pacta sunt servanda* is inherent in the conception of a treaty and is recognized by all Muslim jurist-theologians.

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46The singular "Khiyar" indicates a legal term which means an option or right of withdrawal, i.e. a right to terminate a legal act unilaterally.

**Referring Principles:**

- I.1.1 - Good faith and fair dealing in international trade
- IV.1.2 - Sanctity of contracts
- IV.4.1 - Freedom of form