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Contractor Remedies for Employer Breach in Contemporary Saudi Construction Contracts: A Comparative Analysis from a Sharīʿah Perspective

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Abstract: Construction disputes arising from employer-caused delays, work suspensions, and delayed payments continue to pose significant challenges both globally and in Saudi Arabia. Existing scholarship has focused predominantly on contractor liability, paying comparatively little attention to contractors as injured parties who suffer material, operational, reputational, and psychological losses. This study examines the legal and Sharīʿah foundations governing contractor remedies under Saudi construction law by analysing the Saudi Civil Transactions Law (Royal Decree No. M/191), FIDIC contractual mechanisms, and the Islamic jurisprudential doctrine of *ḍamān*. Its principal contribution is the development of an analytical framework that classifies contractor losses into four categories: material, operational, reputational, and psychological. Employing a doctrinal, comparative, and normative harmonisation methodology, the study analyses statutory provisions, judicial decisions, FIDIC clauses, and classical Ḥanbalī legal sources. The findings demonstrate that employer breaches can result in substantial consequential losses and that the interaction between FIDIC remedial mechanisms and the *maqāṣid al-Sharīʿah* objectives of preserving wealth (*ḥifẓ al-māl*) and preventing harm (*daf' al-ḍarar*) provides a normative bridge between international construction practice and Islamic law. Although Articles 138–139 of the Saudi Civil Transactions Law expressly recognise compensation for moral and psychological harm, this represents a statutory development that extends beyond the classical Ḥanbalī conception of *ḍamān*. The study concludes that a harmonised framework integrating Sharīʿah principles, Saudi statutory law, and FIDIC mechanisms offers a balanced and coherent model for contractor remedies in contemporary construction disputes. By developing an integrated analytical framework and clarifying the relationship between classical Ḥanbalī doctrine, contemporary Saudi law, and FIDIC practice, this study makes a significant contribution to the literature on construction law and Islamic commercial jurisprudence.

Keywords: Comparative Legal Analysis; Construction Contracts; Contractor Remedies; Employer Breach; Sharīʿah Law.

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INTRODUCTION

Construction contracts are often legally and financially complex commercial transactions due to their long duration, technical nature, large number of interested parties, and risks from both operational and financial standpoints.[1] Contemporary projects in the construction industry frequently give rise to disputes over delays, interruption claims, extensions of time assessments, suspension of works, and compensation for breaches of contract. Recent studies suggest that delay and interruption disputes continue to be among the most litigated and expensive issues in the global construction sector, especially when they involve causation, evidence, and liability allocation between parties.[2] Employer-caused delays may result in substantial losses for contractors, including the loss of future business opportunities, increased labor costs due to prolonged project duration, equipment depreciation, and cash flow disruptions.[3]

Modern construction claims issues have become much more complex due to an increasing number of international contract terms, including FIDIC, domestic law, and contemporary dispute-resolution methods. Current studies indicate that disagreements over extension-of-time assessments and concurrent delay analysis often lead to large-scale disputes, stemming from parties' use of different methodologies to quantify delays, poor documentation, and confusion about which contractual entitlements apply.[4] In addition

[1] Tunis Abu Bakr Rahman et al., "Legal and Sharia Analysis of Commercial Paper Discounting and Islamic Banking Finance Alternatives," *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 84–101, https://doi.org/10.5281/zenodo.18676735.

[2] Babar Ali et al., "Closing the Information Gaps: A Systematic Review of Research on Delay and Disruption Claims," *Construction Innovation* 24, no. 3 (2024): 790–810, https://doi.org/10.1108/CI-04-2022-0080.

[3] Omar M. Azzam et al., "Delay Analysis in Construction Contracts: Assessing Claims and Legal Implications," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 1 (2025): 04524032, https://doi.org/10.1061/JLADAH.LADR-1198.

[4] Ahmed A. Younis et al., "Decision Support Framework for the Choice of Delay Analysis Techniques Used in Extension of Time Claims," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 16, no. 4 (2024): 04524017, https://doi.org/10.1061/JLADAH.LADR-1129; Vasil Angelov Atanasov, "Ascertaining the Reasons for Escalation of Disagreements over Extension of Time Assessments from Construction Delay Claims into Disputes," *Buildings* 16, no. 4 (2026): 872, https://doi.org/10.3390/buildings16040872.

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to the immediate impacts that delays or disruptions have on contractors in terms of time lost and additional costs incurred, there is an even deeper, normative question about whether the legal means of protecting contractors are adequate in light of how breaches by employers can destroy the balance of power between contracting parties. While the construction law literature has explored at some length contractor default and employer remedies for such defaults, relatively less attention has been paid to the substantive legal bases upon which contractors may seek redress from their employers' wrongdoing, especially as many legal systems continue to experience significant changes in their underlying regulatory frameworks.

Within Saudi Arabia, the construction industry has played a pivotal role in both economic development and infrastructure expansion under Vision 2030.[5] The importance of this matter is growing following the introduction of the Saudi Civil Transactions Law, which is considered a significant step in the development of Saudi Private Law. It provides statutory bases for remedies and compensation under contract and tort law. However, at the same time, construction contracts in Saudi Arabia are largely still governed by International Contractual Frameworks (such as FIDIC); therefore, there is a considerable need to investigate the interaction between contemporary contractual methods and both statutory law and Shari'ah-based legal principles.[6] As such, contractual stability and fair distribution of risk in construction projects have become increasingly important issues from a legal and commercial perspective. The enactment of the Saudi Civil Transactions Law (Royal Decree No. M/191 of 1444 AH) has been an important advancement in

[5] A. Alhifni, "Government and Institutional Support for Pesantren Entrepreneurship: An Economic Law Analysis," *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026), https://doi.org/10.21107/tlr.v8i2.33489.

[6] Reni Anggriani et al., "Agreement of Waqf in Indonesia and Malaysia: Harmonisation with Quranic Principles and Modern Legal Frameworks," *Ijtihad : Jurnal Wacana Hukum Islam Dan Kemanusiaan* 25, no. 2 (2025): 231–255, https://doi.org/10.18326/ijtihad.v25i2.231-255.

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modernizing Saudi private law and contract regulation.[78] The enacted legislation will continue to promote fairness in contracts, mutual obligations among parties, compensatory remedies for harm caused to one party by another, and, in general, will continue to rely on Islamic jurisprudence as the primary source for interpreting statutes.[9] [10] For example, Article 120 establishes that when someone causes harm through their actions, they are required to pay for the damages suffered by the injured party. Article 720 identifies several Islamic legal maxims, which include "the removal of *harm*" (*al-ḍarar yuzāl*) and "neither harm nor reciprocating harm" (*lā ḍarar wa lā ḍirār*). In contrast, Articles 138 and 139 recognize claims for moral damages arising from injury to a person's reputation, honor, and social standing.[11]

The legal structure established by legislation remains ambiguous in its application to contractors who have suffered damages or losses as a result of an employer's failure to meet their contractual obligations.[12] These ambiguities arise in areas such as delayed payments, suspended work, disruption claims, delayed release of guarantees, and lost commercial opportunities.[13] Much of the current scholarly focus on construction law has centered on the Contractor's liabilities, remedies available to employers against contractors,

[7] Abir Haddad et al., "Balancing Tradition and Reform — Saudi Arabia's New Civil Transactions Law," *Arab Law Quarterly*, June 17, 2025, 1–24, https://doi.org/10.1163/15730255-bja10190; Kilian Bälz and Farah Fawzy, "Saudi Arabia — The New Civil Transactions Law," *Arab Law Quarterly* 40, nos. 1–2 (2024): 217–30, https://doi.org/10.1163/15730255-bja10162.

[8] Hajed A. Alotaibi et al., "From Custom to Modernisation: A Legal-Historical Study of Saudi Arabia's Legal Development," *De Jure: Jurnal Hukum Dan Syar'iah* 18, no. 1 (2026): 84–101, https://doi.org/10.18860/j-fsh.v18i1.37829.

[9] Imam Syafi'i et al., *Harmonization of Islamic Law and Local Wisdom: A Methodological Reconstruction of Ijtihad in Family Law Based on Yusuf al-Qaradawi's Istinbāṭ Approach*, January 24, 2026, https://doi.org/10.5281/ZENODO.18359276.

[10] M. Wildan Humaidi et al., "State-Religion Relations and Halal Governance: Islamic Legal Policy in Indonesia and Malaysia," *Al-Manahij: Jurnal Kajian Hukum Islam*, April 1, 2026, 1–20, https://doi.org/10.24090/mnh.v20i1.15374.

[11] Saudi Civil Transactions Law, Pub. L. No. Royal Decree No. M/191, Umm al-Qurā Gazette (2023), https://laws.moj.gov.sa/en/legislation/PBbHmywh1XMp-Kyv3NtQLg.

[12] Yuli Agustina et al., "Legal Construction of Adaptive Resilience of MSMEs in Emerging Markets: The Interaction of Financial Regulation, Organisational Governance, and Local Cultural Dynamics," *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 485–508, https://doi.org/10.66325/nusantaralaw.v5i1.225.

[13] Mahmood Alaloosh et al., "Adapting Iraqi Law to Smart Contracts: A Comparative Analysis Incorporating Islamic Law Principles and Consumer Protection in the Contemporary Digital Era," *MILRev: Metro Islamic Law Review* 5, no. 1 (2026): 210–246, https://doi.org/10.32332/milrev.v5i1.13031.

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and extensions of time for contractors.[14] Although there is an increasing amount of research done about construction claims, none have combined all three key elements to form the basis for how contractors will be compensated for their losses in construction disputes in Saudi Arabia: (1) The Saudi Civil Transactions Law as the most important statute establishing the legal standards; (2) FIDIC contractual provisions regarding delays, disruptions, and claim processing; and (3) the classical ḥanbalī doctrine of damān as the principal juridical base for private law in Saudi Arabia.[15] The gap is most noticeable with respect to the non-material types of loss. Recent years have seen a rising number of contemporary construction disputes centered on intangible losses (reputational injury, psychological distress, business opportunity costs), as well as other losses that go beyond traditional notions of material damages. Modern Saudi law has codified new forms of damages, but the theoretical linkages between those innovations, the methods for contractors' compensation under FIDIC contracts, and the historical limitations on *ḍamān* remain inadequately studied. Therefore, there is ambiguity regarding the basis, extent, and evidence required to establish an entitlement to contractor remedies arising from an act by the Employer that causes a breach.[16]

This study, therefore, moves beyond a parallel examination of Saudi law, FIDIC provisions, and Islamic jurisprudence. Instead, it develops an integrated analytical framework that seeks to harmonise contemporary Saudi statutory developments, international construction contracting practices, and Sharīʿah principles governing contractual justice, removal of harm, and preservation of wealth. Particular attention is devoted to non-material and consequential losses, which constitute one of the most

[14] J. K. George, "Ohio Construction Delay Claims: Blaming the Contractor for Plan Errors?," *Ohio Northern University Law Review* 49, no. 2 (2023): 233–267.

[15] Mahmoud M. Dodeen, "Compensability of Moral Damage in Islamic Contract Law: A Comparative Analysis of the Palestinian, Jordanian and Qatari Civil Codes," *Arab Law Quarterly* 34, no. 2 (2019): 167–90, https://doi.org/10.1163/15730255-12341041; N. Quzmar and M. Elbayat, "Legal Nature of Contractual Liability: A Comparative Study," *International Journal of Scientific and Technology Research* 9, no. 3 (2020): 4567–4573.

[16] Board of Grievances, *Appeal Judgment No. 893/IS/6*, dated 19/11/1430 AH (2009), Case No. 1/1654/Q of 1428 AH, in *Collection of Administrative Judgments for the Year 1430 AH*, vol. 1, Civil Service Section, 617.

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significant areas of legal development in modern construction law and a key site of interaction between contemporary legislation and classical jurisprudence.[17,18]

Several scholars have already reviewed important issues related to construction claims, contractual liability, and Islamic law principles of compensation. Azzam et al. have examined delay analysis and construction claims with respect to contractual liability and legal implications in modern construction, emphasizing issues related to proving loss of profits from delay and calculating compensation.[19] Meanwhile, Mokhtari Habashi et al. analyzed the enforceability of time-barred claims under common law, civil law, and Islamic law. They demonstrated the persisting struggle between legal formalism and substantive justice in solving disputes between contractors and employers.[20] Furthermore, Dodeen has investigated the problem of compensable moral damage in Islamic contract law through comparative research of Arab civil codes, indicating growing recognition of intangible damages in current legislation.[21] However, the abovementioned studies discuss only specific aspects of construction claims, contractual liability, and Islamic legal doctrine, failing to analyze contractor remedies for breaches by the Employer under Saudi statutory law, FIDIC contracts, and the classical doctrine of *ḍamān*.

The novel contribution of the present study is the creation of a comprehensive framework grounded in Sharīʿah principles that will aid in analyzing the Saudi Civil

[17] Mohammad Hashim Kamali, *Goals and Purposes of Shariah: Maqasid in Theory and Practice* (Oxford University Press, 2025), https://doi.org/10.1093/9780197786390.001.

[18] Hadi Mokhtari Habashi et al., "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 18, no. 3 (2026): 04526027, https://doi.org/10.1061/JLADAH.LADR-1507.

[19] Omar M. Azzam et al., "Delay Analysis in Construction Contracts: Assessing Claims and Legal Implications," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 1 (2025): 04524032, https://doi.org/10.1061/JLADAH.LADR-1198.

[20] Hadi Mokhtari Habashi et al., "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 18, no. 3 (2026): 04526027, https://doi.org/10.1061/JLADAH.LADR-1507.

[21] Mahmoud M. Dodeen, "Compensability of Moral Damage in Islamic Contract Law: A Comparative Analysis of the Palestinian, Jordanian and Qatari Civil Codes," *Arab Law Quarterly* 34, no. 2 (2019): 167–190, https://doi.org/10.1163/15730255-12341041.

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Transactions Law, FIDIC clauses, and the *ḍamān* doctrine regarding contractor remedies for material and non-material harm. This study focuses on the specific issues faced by contractors who suffered losses due to their employers' actions, an area currently understudied in the construction law and Islamic law literature.

Accordingly, this study develops a contemporary Sharīʿah-oriented framework for contractor remedies arising from employer breach in Saudi construction contracts. Through a doctrinal and comparative analysis of statutory law, FIDIC mechanisms, and Islamic jurisprudence, the study examines how contractual equilibrium may be restored while maintaining consistency with both modern construction practice and the normative objectives of Sharīʿah. The following questions guide the research:

Accordingly, this study develops a contemporary Sharīʿah-oriented framework for contractor remedies arising from employer breach in Saudi construction contracts. Through a doctrinal and comparative analysis of statutory law, FIDIC mechanisms, and Islamic jurisprudence, the study examines the legal and Sharīʿah foundations governing contractor remedies, the extent to which the Saudi Civil Transactions Law reconciles contemporary categories of compensable harm with the classical doctrine of *ḍamān*, and the role of FIDIC contractual mechanisms in shaping remedies for delay, disruption, and employer interference. It further explores how Sharīʿah principles of contractual justice, removal of harm, and preservation of wealth may contribute to a coherent framework for resolving contemporary construction disputes. It identifies a model of harmonisation capable of integrating Saudi statutory law, FIDIC practice, and Islamic jurisprudence in the regulation of contractor remedies.

METHOD

This study employs a doctrinal legal research design complemented by comparative legal analysis and Sharīʿah-based jurisprudential inquiry to examine contractor remedies arising from employer breaches in contemporary Saudi construction contracts. The research focuses on the interpretation and harmonisation of statutory provisions,

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contractual rules, and Islamic legal principles governing compensation within the Saudi legal system. Data were collected through an extensive documentary review of primary legal sources, including the Saudi Civil Transactions Law (Royal Decree No. M/191), relevant judicial decisions, the FIDIC Red Book (1999 and 2017 editions), and classical Ḥanbalī jurisprudential texts by Ibn Taymiyyah, Ibn Qudāmah, al-Buhūtī, and al-Mardāwī. These materials were supplemented by peer-reviewed literature published between 2020 and 2026 on construction law, contract administration, and Islamic commercial jurisprudence to provide a contemporary legal context.

The collected data were analysed using doctrinal interpretation, comparative legal analysis, and normative harmonisation to evaluate the consistency and interaction between Saudi statutory law, FIDIC contractual mechanisms, and Sharīʿah principles. The analysis was organised around four analytical dimensions: employer breaches, the classification of contractor losses, the legal basis for compensation, and mechanisms for restoring contractual balance. To enhance the credibility and reliability of the findings, the study employed source triangulation by cross-examining statutory provisions, judicial reasoning, contractual clauses, classical Islamic legal authorities, and contemporary academic scholarship. The validity of the legal interpretation was further strengthened through systematic cross-referencing of legal sources and consistency checks across multiple normative frameworks, ensuring that the conclusions were doctrinally coherent and legally well substantiated.

RESULTS AND DISCUSSION

This section develops an integrated, Sharīʿah-compliant analytical framework for examining employer breaches in current Saudi Arabian construction contracts. The development of this analytical framework extends beyond mere description of contractor remedies. The framework will be developed by combining Evidence from the Saudi Civil Transactions Law with FIDIC contractually based mechanisms, while also applying the classical legal doctrine of *ḍamān*. The analytical framework aims to reconcile contractual justice, evidential certainty, and commercial practicability when resolving construction-related disputes.

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Contractual Equilibrium and Employer Breach in Construction Contracts

Construction contracts differ from typical business agreements due to their long duration, interdependent obligations, phase-by-phase payment provisions, and ongoing operations.[22] As such, the impact of an employer's breach often extends beyond the initial contractual disagreement, resulting in both operational and financial implications. The academic literature has recently documented that employers' failure to meet their obligation to facilitate progress, in the form of delays, disruptions, and suspensions of work, is one of the most common causes of contract imbalance and the escalation of disputes in current construction practices.[23]

In FIDIC contractual arrangements, it is the Employer Obligations that make up the core elements of Contractual Equilibrium. For example, sub-clause 2.1 states that the Employer must provide site access on time, whilst sub-clause 8.4 gives the Contractor entitlement to extend the time for completion when there are delays caused by the Employer, which may include a delay in giving approval for works to be carried out or the Employer causing operational interference with the works.[24] Furthermore, as stated in sub-clause 20.1 of the FIDIC Conditions of Contract, Contractors are required to give written notice of their claim, but whether these notices can be enforced by virtue of strict time-bars is subject to considerable debate amongst Civil Lawyers and Islamic Jurists alike.[25]

The Civil Transactions Law (M/191) of Saudi Arabia is a statutory codification of Sharia based on the principle of reciprocity, the right to receive compensation when harmed by another, and good faith contract performance, and it has been reinforced with

[22] Ismawati and Suud Sarim Karimullah, "Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce," *Nusantara: Journal of Law Studies* 3, no. 02 (2024): 68–80, https://doi.org/10.5281/zenodo.17376951.

[23] Andrew Burr, *Delay and Disruption in Construction Contracts*, 6th ed. (Informa Law from Routledge, 2024), https://doi.org/10.4324/9780429196676.

[24] Fédération Internationale des Ingénieurs-Conseils (FIDIC), *Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (Red Book), cls. 2.1, 8.4.*

[25] E. Jayasena and U. Kulatunga, "Assessing Delay Claims in Terms of Excusability and Criticality of Delays in Fidic Based Contracts," *Proceedings of the 11th World Construction Symposium 2023*, July 21, 2023, 237–249, https://doi.org/10.31705/WCS.2023.20.

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elements of civil transactional law.[26] Article 107 states that either contracting party may suspend or terminate the contract if the other party fails to fulfill their obligations. Likewise, Article 120 provides for liability for loss or damage resulting from an act or omission committed with intent or negligence.[27] Nevertheless, it does not provide for specific legal remedies that are directly related to construction activity, such as financial damages caused by disruptions, additional long-term operational expenditures, and/or other forms of commercially significant losses that arise from the Employer's actions, which can create practical challenges for contractors when attempting to resolve compensation claims. Such behavior by employers creates a potential for a long-lasting operational burden for contractors who have to continue paying employees, deal with inefficiently used equipment, honor financing commitments, and absorb disruption-related overheads, which could ultimately affect commercial viability, not just immediate short-term cash flow issues.[28]

The concept of contract from a Sharīʿah legal perspective is based upon mutual respect, equity, and protecting the rights and lawful financial interest(s) of parties to a contract. Legal maxims that are articulated in article 720 include "the harmful act or omission must be rectified" (*al-ḍarar yuzāl*) and "neither harm nor reciprocal harm may result" (*lā ḍarar wa lā ḍirār*). These concepts support compensation for an operationally and financially unjustified loss of property. However, historically, the traditional Hanbali School has limited liability for damages resulting in tangible loss. In contrast, the Saudi Civil Transactions law provides for a broader definition of compensable damages, including both physical and non-physical damage (i.e., economic and moral losses), as defined in articles 138 and 139.

[26] Haddad et al., "Balancing Tradition and Reform — Saudi Arabia's New Civil Transactions Law"; Bälz and Fawzy, "Saudi Arabia — The New Civil Transactions Law."
[27] Saudi Civil Transactions Law.
[28] F. Fakhereldin, "Construction Claims Management Practices and Dispute Resolution Mechanisms in Construction Contracts" (Master's thesis, Metropolia University of Applied Sciences, 2024), 45–52.

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Contractor breaches by employers are associated with serious evidentiary difficulties. Contractors will have to show cause and effect, quantify lost earnings from operations, and demonstrate how an employer's actions caused delays in or otherwise disrupted the contract. The Saudi courts require documented evidence of the injury suffered. Therefore, speculative damage claims are rejected by the Saudi Courts. This is in line with Islamic evidentiary rules, which place the burden of proof on the claimant.[29]

Therefore, it cannot be said that employer breaches occur solely because an employer fails to perform under a contract. Rather, contractor breaches may be considered a multidimensional factor that can contribute to operational, financial, and business losses for contractors and potentially lead to a lack of balance between the parties to a contract. Although both contemporary construction law and Saudi statutory law allow recovery of foreseen damages arising from an employer's breach, there are many unresolved issues regarding the procedures for pursuing those remedies and proving the damages. The analysis demonstrates that an employer breach cannot be viewed solely as a contractual default but must be understood as a disruption of contractual equilibrium that generates multidimensional consequences for contractors. This finding addresses the study's central research gap by establishing that contractor remedies should be assessed through an integrated framework combining statutory liability, contractual entitlements, and Sharīʿah principles of justice and harm removal.

Compensation for Material and Operational Damages

Time-sensitive losses resulting from the employer's breach, including material and operational damages, will be the first to occur. Contractor losses due to employer delay, suspension, or stoppage of work, or failure to make payments, will directly cause tangible economic damage that can be easily calculated. The Saudi Civil Transactions Laws (Articles 120, 138-139, and 720) and the principle of Islamic law that provides compensation for

[29] *Appeal Judgment No. 893/IS/6.*

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harm done (*al-dharar yuzāl*) require an employer to pay compensation for all of the following types of timely incurred losses.[30]

The Ḥanbalī Doctrine of *Ḍamān* (Compensatory Liability)

The fundamental rule underlying compensatory liability (*ḍamān*) for the Ḥanbalī School is that liability will be imposed upon a party causing damage directly to the property of another. Ibn Qudama, in his work al-Mughni, writes: "He who ruins someone else's property shall be liable for its value."[31] This traditional understanding limits *ḍamān* to tangible property loss, while setting the standard of direct causation as necessary for liability to arise.

In defining *ḍamān*, al-Buhutti in Kashshaaf al-Qina' wrote: "The obligatory responsibility arising from the other person about its preservation; or what may become so."[32] This definition emphasizes that liability can arise only if there is a continuing obligation or property that has been damaged. Al-Buhutti also noted in his work al-Rawd al-Murbi', "that the responsibility of the surety merges with that of the principal".[33] Al-Mardāwī affirmed the majority Ḥanbalī view regarding this issue by writing in his work al-Insaaf, "that the basis of all obligations is that no one bears responsibility for anything but the destruction he himself has caused.[34]

Statutory Expansion beyond the Classical Position

The Saudi Civil Transactions Law (Arts. 138-139) provides that damage can include other forms of harm in addition to tangible, physical harm; specifically, it includes moral, psychological, reputational, and consequential damages.[35] The recognition of these

[30] Saudi Civil Transactions Law.
[31] Ibn Qudāmah, *Al-Mughnī*, vol. 5 (Dār ʿĀlam al-Kutub, 2004), 83, https://shamela.ws/book/8463.
[32] Manṣūr al-Buhūtī, *Kashshāf Al-Qināʿ*, vol. 3 (Dār al-Kutub al-ʿIlmiyyah, 1997), 340, https://shamela.ws/book/21642.
[33] Manṣūr al-Buhūtī, *Al-Rawḍ al-Murbiʿ* (Dār al-Muʾayyad, 2003), 235, https://shamela.ws/book/1679.
[34] ʿAlāʾ al-Dīn al-Mardāwī, *Al-Inṣāf*, vol. 13 (Dār Iḥyāʾ al-Turāth al-ʿArabī, 2000) 5.
[35] Saudi Civil Transactions Law, arts. 138–139.

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additional harms extends the scope of *ḍamān* beyond the traditional Ḥanbalī view (which limited it to tangible loss). Although this expanded definition of *ḍamān* aligns with some broader objectives of *maqāṣid al Sharīʿah* (preservation of property; removal of obstacles; protection of dignity), such an expansion was not part of the original Ḥanbalī doctrine and should therefore be recognized as a product of contemporary legislation. The following specific categories of material and operational harm are recognised under the Saudi Civil Transactions Law:

1. Annual fees, taxes, and customs duty. Where an employer fails to allow the Contractor site access, permit approval, or payment, it may be responsible for paying all recurring Statutory Charges (Municipal Fees, VAT, Customs Duties) whilst the Contractor is prevented from working on-site. The Hanbali school of thought has a long history of holding employers liable for damages arising out of their failure to perform obligations under construction contracts. Indeed, as stated by Ibn Qudama in his work al-Mughni: "The loss of something which existed at the time of the contract is due to the act of the other party."[36] This rule applies when the Employer's action results in the direct destruction of the Contractor's property.

2. Wages and Time-Related Entitlements. Regardless of productivity, labor costs (wages, housing, insurance) will continue as contractors can demonstrate this loss via attendance records, payroll documentation, and/or expert estimates. As per the "no harm/no reciprocal harm" (art. 720), it is the Employer's responsibility to pay for wages incurred due to its delays. Al-Buhūtī further notes that Damān is limited to current Obligations.[37]

3. Time-based depreciation of machinery and materials. Equipment and materials will depreciate over time regardless of their use or condition. Vehicles and equipment leased by contractors incur lease costs. Where a contractor can demonstrate the amount of time they were unable to work due to an employer's actions, loss resulting from the

[36] Ibn Qudāmah, *Al-Mughnī*, vol. 5.
[37] Manṣūr al-Buhūtī, *Kashshāf Al-Qinā'*, vol. 3, 345–346.

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employer-caused delay in completing a project is considered a type of "consequential damage" (Art. 139),[38] which may be recovered. The Hanbali view supports compensation for the loss of another person's property; the statute extends this to include loss resulting from a delay in completing a project (due to the Employer's actions).[39]

4. Delays by the Employer in Releasing Bank Guarantees and Retention Funds. As such, after a contractor has fulfilled all of their contractual obligations, an employer's breach will prevent the Contractor from receiving payment on the performance guarantee. In turn, the Contractor will continue to be charged bank commissions and will have reduced liquidity, which could ultimately result in loss of future business opportunities. Thus, as stated by the Board of Grievances Judgment #893/IS/6, this represents an unjustified harm (*lā ḍarar)*, and compensation will include additional banking fees and loss of opportunity if applicable.[40] Similarly, when addressing wrongfully withheld funds, Ibn Qudāmah states, "he who holds back what belongs to another through no fault of his own is responsible for any resulting damage."[41]

5. Documentation of Losses. The Contractor is required to provide documentation for all losses in their respective categories (tax receipts, payroll, equipment lease, and guarantee documents). In the absence of evidence, no Saudi court will consider a claim speculative. However, they will consider a reasonable estimate. Sub-Clause 4.2 of FIDIC requires contractors to comply with Sub-Clause 14.9 regarding the execution of the contract's guarantees. Compliance with Sub-Clause 20.1 of FIDIC is also required. Nonetheless, as an exception to the usual rules governing legal formalities, Islamic law discourages rigidity in procedural compliance if it would defeat a legitimate claim. The findings indicate that contractors may be able to recover material losses and operational losses, as these categories represent the most straightforward forms of contractor remedies due to the availability of objective evidence and a clear, direct causal connection. However,

[38] Saudi Civil Transactions Law.
[39] ʿAlāʾ al-Dīn al-Mardāwī, *Al-Inṣāf*, vol. 13, 10.
[40] *Appeal Judgment No. 893/IS/6.*
[41] Ibn Qudāmah, *Al-Mughnī*, vol. 5, 112.

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the study also shows that modern Saudi law is evolving beyond traditional legal formulations and may accommodate a wider range of indirect or consequential economic losses than previously thought, provided that the required evidentiary standard is satisfactorily met.

Delay, Disruption, and Extension of Time Claims

Delay and disruption claims are among the most disputed subjects in current construction law due to the interdependence of work tasks, the dynamic nature of site-specific conditions, and contractually based responsibilities in construction projects. Extension-of-time, prolongation cost, and loss-and-expense claims for disruption often arise when employer actions disrupt the sequencing of a project, continuity of operations, or timely completion.[42] Delays typically refer to an increase in a project's duration caused by events affecting critical activities, while disruptions generally concern losses arising from operational inefficiencies, reduced productivity, remobilization costs, and interference with a planner's intended workflow. In many cases, total disruption-related losses exceed direct damages because inefficiencies accumulate throughout the project execution period, regardless of whether the planned completion dates are ultimately achieved. [43]

Under FIDIC-based contracts, Sub-Clause 8.4 allows a contractor to obtain an extension of time if the Employer causes a material disruption that affects the Contractor's ability to execute the contract, including delayed approval, restrictions on access to the site, suspension instructions, or other variations-related interference. However, entitlement to extend time under Sub-Clause 8.4 does not necessarily entitle the Contractor to financial compensation, as the Contractor must demonstrate that the Contractor caused the delay, had an operational impact, and resulted in a loss. Additionally, Sub-Clause 20.1 requires that all Claims be submitted in writing with sufficient detail and that they are made within 28 days after the Contractor first becomes aware of the matter giving rise to the claim. As

[42] Burr, *Delay and Disruption in Construction Contracts*.
[43] Ali et al., "Closing the Information Gaps."

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such, this provision creates many procedural barriers for Contractors in making Claims arising from disruptions that may occur progressively over time during a project.[44]

One of the most contentious issues associated with Concurrent Delay is how responsibility will be allocated among parties when each party contributes to some degree of delay. The law varies widely, depending on jurisdiction, as to whether Contractors are entitled solely to additional time to complete their work or to a proportionate amount of compensation for the extent to which they were responsible for concurrent delays.[45] Ultimately, inconsistent methodologies for determining what constitutes delay and inadequate documentation remain problematic in resolving disputes through litigation or arbitration.[46] Delays and disruptions in work have been increasing in Saudi Arabia, in line with the growth in projects built under foreign-based construction contracts and the expansion of new development infrastructure. As such, many contractors are experiencing delays caused by administrative actions, delayed approvals, payment issues, design changes, and consequential operational inefficiencies stemming from each type of delay, including inefficiencies in deploying labor, procuring materials, coordinating with subcontractors, and utilizing equipment.[47]

In addition to operational problems, contractors face procedural challenges. While the use of FIDIC time-bar provisions is intended to provide a level of commercial certainty for all parties involved in a contract and to clarify how a project will run, enforcing these provisions too strictly can result in the unfair dismissal of legitimate claims by contractors who continue to experience disruption. At the same time, it is still unclear when they will

[44] Jayasena and Kulatunga, "Assessing Delay Claims in Terms of Excusability and Criticality of Delays in Fidic Based Contracts."

[45] Murali Jagannathan et al., "Construction Contractors and Concurrent Delays: Contractual Requirements and Mapping with Lean Construction Principles," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 4 (2025): 04525066, https://doi.org/10.1061/JLADAH.LADR-1398.

[46] Atanasov, "Ascertaining the Reasons for Escalation of Disagreements over Extension of Time Assessments from Construction Delay Claims into Disputes"; Younis et al., "Decision Support Framework for the Choice of Delay Analysis Techniques Used in Extension of Time Claims."

[47] Sunder Narayan et al., "Claims Management: A Review of Challenges Faced," *International Journal of Construction Management* 24, no. 16 (2024): 1789–1795, https://doi.org/10.1080/15623599.2023.2299527.

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be able to quantify their losses.[48] Accordingly, comparative scholarship raises questions about whether procedural noncompliance should bar contractors' valid claims based on demonstrated loss resulting from a continuing disruption that could not be measured at the time of filing.[49] Similarly, Islamic law discourages the application of procedures that would permit unjust enrichment or an inequitable use of contractual power.

The issue of delays and disruptions from a Sharīʿah perspective is related to the principles of reciprocity, causation, and removal of injustice. The maxims of law governing the prevention of *harm* and the protection of the parties' economic rights provide grounds for compensating the Contractor when the client's acts result in more operations than were initially anticipated under the contract. However, compensation is only granted based on clear evidence and causation. Delay and disruption controversies must not be treated simply as technical scheduling issues; they are legal and practical issues that impact contractual balance, financial continuity, and commercial justice. A model for compensating for foreseeable effects of employer delay and disruptions is provided by modern construction law, Saudi law, and Islamic law. Delay and disruption claims represent an important point where legal doctrine intersects with contract administration. The findings show that contractor remedies will only be effective if entitlement under FIDIC contracts, evidential standards (ie, evidence), and the broader normative commitment to preserving contractual justice under both Saudi law and Sharīʿah principles are in coherence.

Compensation for Moral, Reputational, and Psychological Damages

Construction dispute cases have witnessed an increase in non-monetary harm alongside monetary harm. Employers' actions may harm contractors' reputations, credibility, mental well-being, and future business dealings, especially in competitive

[48] S. Özyiğit, "Claim Notices under the FIDIC Contracts: A Comparison of the Civil Law and Common Law Perspectives," *Yeditepe Üniversitesi Hukuk Fakültesi Dergisi* 19 (2022): 391–448.

[49] Mokhtari Habashi et al., "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law," 2026.

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environments where reputation and financial stability matter.[50] The unfair suspension of work, delayed payments, abuse of the guarantee retention, or accusations of failure to perform might affect the Contractor's reputation and ability to engage in further business dealings. This might negatively affect the Contractor's access to finance and tendering processes, and thus their competitiveness in the construction industry. There can also be substantial mental stress due to financial problems and threats of business failure in a construction dispute case.[51]

The Saudi Civil Transactions Law explicitly acknowledges moral damage. Clause 138(2) mentions physical or psychological damage that affects one's honor, reputation, or standing in society, whereas Clause 138(4) mandates that judges consider moral damages based on their nature and extent. Clause 139 even allows financial restitution, reestablishment of the status quo ante, or other appropriate action related to the injurious action. These clauses have considerably widened the scope of damages to include more than just material losses and permit judges to consider broader ramifications in terms of business psychology resulting from contract breaches.[52]

Opportunity losses can be considered consequential damage when employer actions hinder contractor activity from exploiting specific commercial opportunities. When contractors' financial strength, labor force, equipment, or sureties are tied up in a stalled project, they may not have the opportunity to bid on other projects or engage in other profitable activities. However, the proof must establish commercial probability rather than speculative gains. Nevertheless, compensation for damage to reputation and morality will still be subject to stringent rules on proving the elements of harm, causation, and identifiable consequences through evidence like downgrading of classification, loss of tenders, financial losses, witness testimonies, or medical reports, in case of a psychological

[50] Dodeen, "Compensability of Moral Damage in Islamic Contract Law," 2019.
[51] Quzmar and Elbayat, "Legal Nature of Contractual Liability: A Comparative Study."
[52] Saudi Civil Transactions Law.

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injury (Article 139). Similarly, Saudi judicial precedent upholds certainty of harm and does not entertain speculative claims.[53]

As far as legal theory is concerned, one cannot fail to note another very crucial point of doctrine. According to classical Islamic fiqh, and the Ḥanbalī School in particular, *ḍamān* liability was generally extended to cover physical damage and was recognized in cases of measurable injury as moral damages. Therefore, in view of the maqāṣid Sharīʿah objectives of protecting dignity and preventing hardship in connection with lawful interest, the recognition of reputational, psychological, and consequential harms in Articles 138 and 139 can be viewed as a new development. The loss of reputation, mental anguish, and lost opportunities that were recognized by this research are among its biggest theoretical contributions. The fact that these three types of losses have been identified as part of a new area of modern Saudi construction law, which extends far beyond the limits of the classical Ḥanbalī legal tradition, demonstrates the growing importance of contractors' non-monetary rights in today's disputes.

Judicial and Evidentiary Challenges in Contractor Compensation Claims

Though there is now a greater appreciation for the Contractor's right to damages, successful legal claims are largely contingent on proper evidential and procedural processes. Construction litigation cases tend to involve concurrent activities, changing environmental conditions, varied contractual arrangements, and complex technical evidence, making it challenging to establish cause-and-effect relationships and quantify losses.[54] Inability to document relevant evidence continues to hamper successful lawsuits. The challenge contractors face in demonstrating how their operations have been affected by the Employer's actions may stem from inadequate documentation, ineffective communication methods, and poor project documentation processes. Determining disruption losses is even

[53] *Appeal Judgment No. 893/IS/6.*
[54] Agusmidah et al., "Artificial Intelligence and Wage Justice in Indonesian Labour Law: Balancing Living Wage Standards and Corporate Capacity," *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 436–452, https://doi.org/10.66325/nusantaralaw.v5i1.270.

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more challenging, as efficiency losses often occur gradually over the project's duration.[55] The situation is further complicated by the requirement that contractors prove both the delay and its causative impact on the vital activities within the project, independently caused by the Employer. It is not uncommon to encounter conflicting views among the different approaches to delays and among experts, which may result in contradictory judgments.[56]

In Saudi Arabia, expert reports tend to carry considerable weight when assessing causality, delay impacts, and losses incurred in operations.[57] [58] Under the Islamic principles of evidence, it lies with the claimant to prove the loss and the causative relationship between the delay and the loss in question.[59] [60] This was also the decision of the Board of Grievances in Judgment No. 893/IS/6, dated 1430 AH. The Contractor should thus keep records that would help prove the delay and its impacts. Other issues arise from procedural notice obligations. Under FIDIC Clause 20.1, a claimant must serve written notice of its claim within 28 days. While this requirement contributes to commercial certainty and efficient project management, overly strict application might invalidate valid claims where disruption consequences materialize progressively or are not readily quantifiable. [61] Academic literature has thus called into question whether non-conformity with procedural

[55] Narayan et al., "Claims Management."

[56] Huy Minh Vo et al., "A Comprehensive Review of Delay Analysis Techniques for Solving Concurrent Delays," *Engineering, Construction and Architectural Management* 32, no. 5 (2025): 3495–521, https://doi.org/10.1108/ECAM-10-2023-1022; Jagannathan et al., "Construction Contractors and Concurrent Delays."

[57] Muhammad Ikhlas Supardin et al., "Legal Reasoning By Judges In The Decision Of The Religious Court In The Dki Jakarta Area Regarding Sharia Financing," *Al-Istinbath: Jurnal Hukum Islam* 10, no. 1 (2025): 1–29, https://doi.org/10.29240/jhi.v10i1.10917.

[58] S. Sulistyowati et al., "The Reassessing State Loss Calculations: Limited Authority of BPKP & Public Accountant Findings in Corruption Cases," *Jurnal Hukum* 42, no. 2 (2026): 378–400, https://doi.org/10.26532/jh.v42i2.40330.

[59] Roy Riady et al., "Reformulating the Reversal of the Burden of Proof in Corruption Cases: Integrating Positive Law and Islamic Legal Principles," *Nurani: Jurnal Kajian Syari'ah Dan Masyarakat* 25, no. 2 (2025): 514–528, https://doi.org/10.19109/nurani.v25i2.30483.

[60] T. M. F. H. Tuan Ibrahim et al., "Maqāsid Al-Sharīʿah and Digital Forensics: Towards a Fiqh-Based Evidentiary Model in Sharīʿah Criminal Justice," *Al'Adalah* 22, no. 2 (2025): 565–598, https://doi.org/10.24042/adalah.v222.27886.

[61] Özyiğit, "Claim Notices under the FIDIC Contracts: A Comparison of the Civil Law and Common Law Perspectives."

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obligations should automatically nullify a claim for disruption resulting in significant damage.[62] Similarly, in Islam, procedural inflexibility leading to obvious injustice or unjust enrichment is discouraged.

Advances in technology, including the implementation of BIM-based project management software, could enhance documentation, evidence, and claims management in complicated construction disputes.[63] Still, much uncertainty persists regarding evidentiary standards, the allocation of concurrent delays, and the enforceability of contractual time-bar clauses in Saudi construction disputes. Therefore, as legal and evidentiary problems persist as significant barriers to successful contractor payment, modern construction law, and both Saudi legislation and Islamic law are capable of supporting an equitable and balanced system for proving claims that provides procedural certainty without denying valid claims. The study demonstrated that evidential adequacy (the ability to prove a claim) remains the major practical obstacle to contractors' ability to enforce their entitlements, rather than any other aspect of remedy. Thus, success for any contractual compensation framework depends on both the substantive legal rights that entitle the Contractor to compensation and the existence of sufficient, reliable documentation, expert evidence from appropriate fields, and fair procedures for processing claims.

Sharīʿah Foundations of Contractor Compensation

Islamic jurisprudence establishes standards governing contract obligations, liability for compensation, and the prevention of injustice through the avoidance of harm. Under Islamic commercial law, a contract is more than just a transaction; it is a legal and ethical relationship grounded in principles of fairness, cooperation, and the protection of financial interests, in accordance with Islamic teachings. In light of this, an assessment of contractor

[62] Mokhtari Habashi et al., "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law," 2026.
[63] Reda Abdelshafy Abougamil et al., "An Investigation of BIM Advantages in Analysing Claims Procedures Related to the Extension of Time and Money in the KSA Construction Industry," *Buildings* 14, no. 2 (2024): 426, https://doi.org/10.3390/buildings14020426.

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compensation for breaches by employers is required in line with other Islamic legal precepts regarding justice and the avoidance of harm.

There are important legal precepts in the Saudi Civil Transactions Law, as set out in Article 720, that directly justify the need for compensation in cases of injury caused by employers. These include the following Islamic legal principles: "harm must be removed" (*al-ḍarar yuzāl*) and "there shall be neither harm nor reciprocating harm" (*lā ḍarar wa lā ḍirār*). This means that any form of operational, financial, or business harm is prohibited under Islamic law. The *maqāṣid al-Sharīʿah* precepts support such tenets, specifically the objective of *ḥifẓ al-māl* ("protection of wealth"),[64] [65] aimed at ensuring that lawful economic interests and economic stability are protected.[66] [67] Construction agreements are based on reciprocity and continued cooperation, which means that parties cannot claim their contractual rights and, at the same time, sabotage the performance of others. Under Article 107 of the Saudi Civil Transactions Law, a party may agree to suspend or cancel the contract if the other party breaches reciprocal obligations.[68]

It is, however, essential to make an important point here regarding doctrine. Classical Ḥanbalī doctrine generally limited compensation for damages to cases of direct property losses, whereas such things as emotional suffering, psychological harm, and even subsequent economic consequences could generally not serve as grounds for compensation, as there had to be actual damage. The provisions of Articles 138 and 139 of the Saudi Civil Transactions Law constitute a development of Saudi law regarding the compensability of

[64] Istianah Zainal Asyiqin et al., "From Hybrid Contracts to Waqf–Musyārakah-Based Takaful: A Maqāṣid al-Syarīʿah Comparative Legal Analysis of Indonesia and Malaysia," *JURIS (Jurnal Ilmiah Syariah)* 25, no. 1 (2026): 61–81, https://doi.org/10.31958/juris.v25i1.13147.

[65] Ubaidillah et al., "Reconstruction of Maqāṣid Al-Syarīʿah Fī Ḥifẓ al-Māl in Responding to Doom Spending among Generation Z and the Implications for Family Economic Resilience," *Al-Muamalat* 13, no. 1 (2026): 76–101, https://doi.org/10.15575/am.v13i1.53964.

[66] Kamali, *Goals and Purposes of Shariah: Maqasid in Theory and Practice*.

[67] M. Iqbal et al., "Maqashid Sharia Approaches in Pension Fund Programs: Bank Muamalat Indonesia and Taspen Comparison," *Asy-Syari'ah* 27, no. 2 (2025): 212–238, https://doi.org/10.15575/as.v27i2.45295.

[68] Saudi Civil Transactions Law.

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certain kinds of harm, grounded in broader maqāṣid goals, such as alleviation of hardship, maintenance of dignity, and lawful interests.[69]

Additionally, procedural and evidentiary issues are essential to Islamic jurisprudence. Although the notice requirements and procedural aspects are not unreasonable, principles under Sharīʿah prohibit a strict, formal approach that would lead to the enrichment or deprivation of legal rights, even when there is obvious damage. Equally, compensation will have to meet the requirements of proof, causation, and certainty, which conforms to Islamic evidence requirements and Saudi legal practice.[70] As such, Sharīʿah principles regarding removal of the harmful situation, protection of wealth, reciprocity in contracts, and prevention of unjust enrichment all combine to ensure that contractors receive reasonable compensation in modern disputes.[71] [72] However, such compensation is subject to stringent evidentiary requirements and the proper separation between jurisprudential tradition and statutory developments in Saudi law. These findings demonstrate that Sharīʿah principles do not operate as a parallel normative system separate from contemporary construction law. Rather, they provide the foundational values through which modern statutory developments and contractual mechanisms may be interpreted, justified, and harmonised within the Saudi legal framework.

Toward a Sharīʿah-Oriented Framework for Contractor Compensation in Saudi Construction Law

This analysis reveals that compensation for contractors arising from an employer's breach of contract extends beyond the ordinary issue of non-performance and encompasses

[69] S. Abdullah et al., "Questioning Security Guarantees after the Return of the Former Shia Community: Islam and Human Rights Law Analysis," *Trunojoyo Law Review* 8, no. 2 (2026): 304–321, https://doi.org/10.21107/tlr.v8i2.28300.

[70] *Appeal Judgment No. 893/IS/6*.

[71] Sutrisno Margi Utomo et al., "Reconstructing Peace Fines for Economic Crimes: Prosecutorial Discretion, Restorative and Transformative Justice within an Islamic Legal Ethics Framework," *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026): 304, https://doi.org/10.29300/mzn.v13i1.10644.

[72] Agus Triono et al., "Disparities in Land Economic Value in Public Acquisition: Contextual Islamic Legal Reconstruction of Regulatory Gaps and the Threat of Land Mafia," *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026): 26, https://doi.org/10.29300/mzn.v13i1.9147.

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broader concerns of business ethics, operations, sufficient evidence, and risk sharing. Delays, disruptions, suspensions, or interruptions initiated by the Employer may have serious negative effects on businesses, such as costs, loss of reputation, and ultimately impact the ability of the Contractor to operate. In this case study, the implementation of the Saudi Civil Transactions Law (M/191) represents a significant advancement in business ethics, harm, and reciprocity. Nevertheless, there are many areas of confusion concerning claims for disruption, damages resulting from interruption and loss of reputation, concurrency, and notice. A clear approach to compensation in relation to construction disputes is therefore necessary.

A balanced Sharīʿah-based system for determining compensation should have four key components that must be understood and applied simultaneously. See Table 1 for the integrated framework summarising these four components. The first principle is that of the equilibrium of contracts. The Employer's actions that cause severe damage or distress in the course of operations must be compensated, in order to ensure balance in the contract, per Articles 107 and 120 of the Civil Transactions Law.

Table 1: Integrated Framework for Contractor Remedies in Employer Breach under Saudi Construction Law

Analytical Dimension	Legal Source / Mechanism	Core Provision / Principle	Function in Contractor Remedies	Type of Loss / Impact
Saudi Statutory Law	Saudi Civil Transactions Law	Art. 120	Establishes general liability for harm arising from breach	Material losses
Saudi Statutory Law	Saudi Civil Transactions Law	Arts. 138–139	Expands compensation to moral and consequential damages	Reputational & psychological harm

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Islamic Legal Maxims	Article 720	*al-ḍarar yuzāl / lā ḍarar wa lā ḍirār*	Normative basis for removal of harm	All categories of harm
Classical Doctrine	Ḥanbalī School	Doctrine of *ḍamān*	Limits liability to direct tangible harm	Material loss
Maqāṣid al-Sharīʿah	Islamic jurisprudence	*ḥifẓ al-māl*	Justifies broader economic protection	Operational loss
Judicial Practice	Board of Grievances Judgment No. 893/IS/6	Lost opportunity claims	Recognises consequential loss	Operational loss
FIDIC Contractual Law	FIDIC Red Book	Sub-Clauses 2.1, 8.4	Employer obligations + EOT entitlement	Delay & disruption
FIDIC Procedural Law	FIDIC Red Book	Sub-Clause 20.1	Notice requirements/time-bar	Procedural limitation risk
FIDIC Valuation	FIDIC Red Book	Sub-Clause 3.5	Claim valuation mechanism	Quantification of damages
Integrated Model	This Study	Harmonisation framework	Combines all legal layers into a unified model	All loss categories

Source: Author's Interpretation

The second principle is that compensation may consider foreseeable damages beyond direct monetary losses. In modern times, construction litigation involves claims for cost overruns, inefficiencies, financing issues, reputational damage, and business opportunities. Articles 138 and 139 permit the courts to consider these damages under monetary, restorative, and status quo ante compensations. Third, stronger evidence governance would be required to minimize conflicts and improve assessment consistency. Modern construction conflicts remain burdened by poor evidence, weak communication

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infrastructure, and inconsistent delay analysis techniques. [73] Properly organized documentation practices, efficient project monitoring systems, and adequate technical skills are necessary to resolve conflicts effectively.[74]

Fourth, the procedural requirement of notice should be understood to ensure an appropriate balance between legality and justice.[75] Though time-bar clauses play important commercial roles, their implementation can be too literal, unfairly preventing reasonable claims in cases of real damage. In this context, Sharīʿah principles, such as removal of harm and prevention of unjust enrichment, would provide more reasonable grounds for a decision. The incorporation of Sharīʿah principles into modern-day construction governance is normatively valuable in many ways. The principles governing the removal of harm (*al-ḍarar yuzāl*), protecting property (*ḥifẓ al-māl*), reciprocal agreements, and the prevention of exploitation support rather than contradict modern-day contractual law, including the FIDIC contract forms. In the wider context of the moral, psychological, and economic harm that can arise, which is recognized under Article 22 of the Saudi Civil Transactions Law, the application of these principles to construction governance should be viewed as an adaptation of the law of maqāṣid to modern circumstances, and not simply as the application of Ḥanbalī jurisprudence.

Thus, there is a clear need for clarification and development of the law and procedures relating to the recognition of disruption loss, the apportionment of concurrent delay, the evidential burden, and procedural notice. The results collectively justify an integrated Sharīʿah-oriented contractor remedies structure combining Saudi statutory requirements, FIDIC contract practices, and classical juristic concepts. The proposed structure is the primary conceptual contribution of this research, demonstrating how

[73] Fakhereldin, "Construction Claims Management Practices and Dispute Resolution Mechanisms in Construction Contracts." 61.

[74] S. Sutarjo and D. Pudjiastuti, "The Role of Mediators in Dispute Resolution Based on Progressive Law to Achieve Substantive Justice," *Trunojoyo Law Review* 8, no. 2 (2026), https://doi.org/10.21107/tlr.v8i2.32930.

[75] B. A. A. Rusydi et al., "Resolution without Enforcement: A Critical Study of Case Closure and Substantive Justice in Indonesian Court Mediation," *Justicia Islamica* 23, no. 2 (2026): 537–568, https://doi.org/10.21154/justicia.v23i2.13286.

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contractor remedies can be formulated to promote both contracting efficiency and evidential certainty, as well as substantive justice, in modern construction dispute resolution.

CONCLUSION

This study demonstrates that employer breaches in contemporary Saudi construction contracts extend beyond contractual non-performance and may inflict material, operational, reputational, and psychological harm on contractors. By examining the Saudi Civil Transactions Law (Royal Decree No. M/191), FIDIC contractual mechanisms, and the Islamic jurisprudential doctrine of *ḍamān*, the research shows that both statutory law and Sharīʿah principles support contractor compensation, particularly the objectives of preserving wealth (*ḥifẓ al-māl*), removing harm (*al-ḍarar yuzāl*), and preventing unjust enrichment. At the same time, the study identifies continuing legal and practical uncertainties surrounding disruption claims, concurrent delay, evidentiary standards, and procedural notice requirements, all of which may impede contractors from obtaining effective remedies. By integrating contemporary construction law with Islamic legal principles, this research proposes a coherent analytical framework that strengthens the normative foundation of contractor remedies while promoting greater legal certainty and fairness in the resolution of construction disputes in Saudi Arabia. Despite these contributions, the study is limited by its doctrinal and comparative nature, its reliance on publicly available Saudi legal materials, and its focus on the FIDIC Red Book 1999 and 2017 editions. Future research should therefore adopt empirical approaches by examining judicial and arbitral decisions, investigating the practical implementation of contractor remedies in major Saudi construction projects, and assessing the effectiveness of digital evidence management systems, including Building Information Modelling (BIM), in supporting construction claims. Comparative studies involving other GCC jurisdictions and different standard forms of construction contracts would also provide valuable insights into the evolving interplay among Sharīʿah principles, contemporary construction law, and international dispute-resolution practices.

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AUTHOR CONTRIBUTIONS STATEMENT

Abdulrahman Mohammed Alzeer was solely responsible for the conception and design of the study, methodological development, data collection and analysis, interpretation of the findings, and the preparation of the original manuscript. The author also conducted the critical review and revision of the manuscript, approved the final version for publication, and accepts full responsibility and accountability for the accuracy, integrity, and scholarly content of the work.

CONFLICT OF INTEREST

The author declares that there are no financial, commercial, institutional, or personal relationships that could be construed as a potential conflict of interest with respect to the research, authorship, and publication of this article. The author has conducted the study independently and reports no competing interests that may have influenced the interpretation of the findings or the conclusions presented in this manuscript.

AI USAGE STATEMENT

The author used generative artificial intelligence (AI) tools solely to assist with language refinement, grammar correction, and readability improvements during manuscript preparation. All substantive aspects of the research, including the formulation of research questions, study design, legal analysis, interpretation of findings, and conclusions, were conceived, conducted, and verified exclusively by the authors. The author carefully reviewed, edited, and validated all AI-assisted outputs and assumes full

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BIBLIOGRAPHY

Abdullah, S., M. A. Suhail Al Maashani, A. Amancik, B. Sumantri, and M. W. Ni'am. "Questioning Security Guarantees after the Return of the Former Shia Community: Islam and Human Rights Law Analysis." *Trunojoyo Law Review* 8, no. 2 (2026): 304–321. https://doi.org/10.21107/tlr.v8i2.28300.

Abougamil, Reda Abdelshafy, David Thorpe, and Amirhossein Heravi. "An Investigation of BIM Advantages in Analysing Claims Procedures Related to the Extension of Time and Money in the KSA Construction Industry." *Buildings* 14, no. 2 (2024): 426. https://doi.org/10.3390/buildings14020426.

Agusmidah, Titik Triwulan Tutik, and Anna Maslova. "Artificial Intelligence and Wage Justice in Indonesian Labour Law: Balancing Living Wage Standards and Corporate Capacity." *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 436–452. https://doi.org/10.66325/nusantaralaw.v5i1.270.

Agustina, Yuli, Sumiati, Siti Aisjah, Risna Wijayanti, and Olena Bulhakova. "Legal Construction of Adaptive Resilience of MSMEs in Emerging Markets: The Interaction of Financial Regulation, Organisational Governance, and Local Cultural Dynamics." *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 485–508. https://doi.org/10.66325/nusantaralaw.v5i1.225.

Alaloosh, Mahmood, Govar Majed Ahmad, and Lara Adel Jabbar. "Adapting Iraqi Law to Smart Contracts: A Comparative Analysis Incorporating Islamic Law Principles and Consumer Protection in the Contemporary Digital Era." *MILRev: Metro Islamic Law Review* 5, no. 1 (2026): 210–246. https://doi.org/10.32332/milrev.v5i1.13031.

Alhifni, A. "Government and Institutional Support for Pesantren Entrepreneurship: An Economic Law Analysis." *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026). https://doi.org/10.21107/tlr.v8i2.33489.

MILRev : Metro Islamic Law Review
ISSN: 2986-528X
Vol. 5 No. 2 July-December 2026, Pages 1103-1137
Ali, Babar, Ajibade A. Aibinu, and Vidal Paton-Cole. "Closing the Information Gaps: A Systematic Review of Research on Delay and Disruption Claims." *Construction Innovation* 24, no. 3 (2024): 790–810. https://doi.org/10.1108/CI-04-2022-0080.

Alotaibi, Hajed A., Bandar A. Alyahya, and Saud H. Alharthi. "From Custom to Modernisation: A Legal-Historical Study of Saudi Arabia's Legal Development." *De Jure: Jurnal Hukum Dan Syar'iah* 18, no. 1 (2026): 84–101. https://doi.org/10.18860/j-fsh.v18i1.37829.

Anggriani, Reni, Farhanin Abdullah Asuhaimi, Jarot Wahyudi, Nafiza Fauziah, and Fadhilah Abdullah Asuhaimi. "Agreement of Waqf in Indonesia and Malaysia: Harmonisation with Quranic Principles and Modern Legal Frameworks." *Ijtihad : Jurnal Wacana Hukum Islam Dan Kemanusiaan* 25, no. 2 (2025): 231–255. https://doi.org/10.18326/ijtihad.v25i2.231-255.

Appeal Judgment No. 893/IS/6, 1 Collection of Administrative Judgments for the Year 1430 AH 617 (Board of Grievances 2009).

Asyiqin, Istianah Zainal, Muhammad Khaeruddin Hamsin, and Ayesha Binti Abul Hisyam. "From Hybrid Contracts to Waqf–Musyārakah-Based Takaful: A Maqāṣid al-Syarī'ah Comparative Legal Analysis of Indonesia and Malaysia." *JURIS (Jurnal Ilmiah Syariah)* 25, no. 1 (2026): 61–81. https://doi.org/10.31958/juris.v25i1.13147.

Atanasov, Vasil Angelov. "Ascertaining the Reasons for Escalation of Disagreements over Extension of Time Assessments from Construction Delay Claims into Disputes." *Buildings* 16, no. 4 (2026): 872. https://doi.org/10.3390/buildings16040872.

Azzam, Omar M., Ahmed M. Saleh, and Nancy Eleshmawy. "Delay Analysis in Construction Contracts: Assessing Claims and Legal Implications." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 1 (2025): 04524032. https://doi.org/10.1061/JLADAH.LADR-1198.

MILRev : Metro Islamic Law Review
ISSN: 2986-528X
Vol. 5 No. 2 July-December 2026, Pages 1103-1137

Azzam, Omar M., Ahmed M. Saleh, and Nancy Eleshmawy. "Delay Analysis in Construction Contracts: Assessing Claims and Legal Implications." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 1 (2025): 04524032. https://doi.org/10.1061/JLADAH.LADR-1198.

Bälz, Kilian, and Farah Fawzy. "Saudi Arabia — The New Civil Transactions Law." *Arab Law Quarterly* 40, nos. 1–2 (2024): 217–230. https://doi.org/10.1163/15730255-bja10162.

Buhūtī, Manṣūr al-. *Al-Rawḍ al-Murbiʿ*. Dār al-Muʾayyad, 2003. https://shamela.ws/book/1679.

Burr, Andrew. *Delay and Disruption in Construction Contracts*. 6th ed. Informa Law from Routledge, 2024. https://doi.org/10.4324/9780429196676.

Dodeen, Mahmoud M. "Compensability of Moral Damage in Islamic Contract Law: A Comparative Analysis of the Palestinian, Jordanian and Qatari Civil Codes." *Arab Law Quarterly* 34, no. 2 (2019): 167–190. https://doi.org/10.1163/15730255-12341041.

Dodeen, Mahmoud M. "Compensability of Moral Damage in Islamic Contract Law: A Comparative Analysis of the Palestinian, Jordanian and Qatari Civil Codes." *Arab Law Quarterly* 34, no. 2 (2019): 167–190. https://doi.org/10.1163/15730255-12341041.

Fakhereldin, F. "Construction Claims Management Practices and Dispute Resolution Mechanisms in Construction Contracts." Master's thesis, Metropolia University of Applied Sciences, 2024.

Fédération Internationale des Ingénieurs-Conseils (FIDIC). *Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (Red Book)*. FIDIC, 1999. https://lauwtjunnji.weebly.com.

George, J. K. "Ohio Construction Delay Claims: Blaming the Contractor for Plan Errors?" *Ohio Northern University Law Review* 49, no. 2 (2023): 233–267.

MILRev : Metro Islamic Law Review
ISSN: 2986-528X
Vol. 5 No. 2 July-December 2026, Pages 1103-1137
Haddad, Abir, Kai Kreutzberger, and Lida Fagiri. "Balancing Tradition and Reform — Saudi Arabia's New Civil Transactions Law." *Arab Law Quarterly*, June 17, 2025, 1–24. https://doi.org/10.1163/15730255-bja10190.

Humaidi, M. Wildan, Ridwan, and Mohd Mahyeddin Mohd Salleh. "State-Religion Relations and Halal Governance: Islamic Legal Policy in Indonesia and Malaysia." *Al-Manahij: Jurnal Kajian Hukum Islam*, April 1, 2026, 1–20. https://doi.org/10.24090/mnh.v20i1.15374.

Ibn Qudāmah. *Al-Mughnī*. Vol. 5. Dār ʿĀlam al-Kutub, 2004. https://shamela.ws/book/8463.

Imam Syafi'i, Ramdan Wagianto, Hawa' Hidayatul Hikmiyah, Irzak Yuliardy Nugroho, and Syaikhoni. *Harmonization of Islamic Law and Local Wisdom: A Methodological Reconstruction of Ijtihad in Family Law Based on Yusuf al-Qaradawi's Istinbāṭ Approach*. January 24, 2026. https://doi.org/10.5281/ZENODO.18359276.

Ismawati, and Suud Sarim Karimullah. "Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce." *Nusantara: Journal of Law Studies* 3, no. 02 (2024): 68–80. https://doi.org/10.5281/zenodo.17376951.

Jagannathan, Murali, Ravindra Shrivastava, and Avirag Bajpai. "Construction Contractors and Concurrent Delays: Contractual Requirements and Mapping with Lean Construction Principles." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 17, no. 4 (2025): 04525066. https://doi.org/10.1061/JLADAH.LADR-1398.

Jayasena, E., and U. Kulatunga. "Assessing Delay Claims in Terms of Excusability and Criticality of Delays in Fidic Based Contracts." *Proceedings of the 11th World Construction Symposium 2023*, July 21, 2023, 237–249. https://doi.org/10.31705/WCS.2023.20.

Kamali, Mohammad Hashim. *Goals and Purposes of Shariah: Maqasid in Theory and Practice*. Oxford University Press, 2025. https://doi.org/10.1093/9780197786390.001.

MILRev : Metro Islamic Law Review
ISSN: 2986-528X
Vol. 5 No. 2 July-December 2026, Pages 1103-1137

M. Iqbal, Pamuji, Ajeng Permata Sari, Fernandho, and Paul Atagamen Aidonojie. "Maqashid Sharia Approaches in Pension Fund Programs: Bank Muamalat Indonesia and Taspen Comparison." *Asy-Syari'ah* 27, no. 2 (2025): 212–238. https://doi.org/10.15575/as.v27i2.45295.

Manṣūr al-Buhūtī. *Kashshāf Al-Qinā'*. Vol. 3. Dār al-Kutub al-ʿIlmiyyah, 1997. https://shamela.ws/book/21642.

Margi Utomo, Sutrisno, M. Arfin Hamid, Amir Ilyas, and Ali Rahman. "Reconstructing Peace Fines for Economic Crimes: Prosecutorial Discretion, Restorative and Transformative Justice within an Islamic Legal Ethics Framework." *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026): 304. https://doi.org/10.29300/mzn.v13i1.10644.

Mokhtari Habashi, Hadi, Adel Ebrahimpoor Asanjan, Heydar Bagheriasl, and Ebrahim Shoarian Sattari. "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 18, no. 3 (2026): 04526027. https://doi.org/10.1061/JLADAH.LADR-1507.

Mokhtari Habashi, Hadi, Adel Ebrahimpoor Asanjan, Heydar Bagheriasl, and Ebrahim Shoarian Sattari. "A Comparative Analysis of the Enforceability of Time-Bar Clauses in Construction Contracts under Common Law, Civil Law, and Islamic Law." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 18, no. 3 (2026): 04526027. https://doi.org/10.1061/JLADAH.LADR-1507.

Narayan, Sunder, Hai Chen Tan, and Lynne Barbara Jack. "Claims Management: A Review of Challenges Faced." *International Journal of Construction Management* 24, no. 16 (2024): 1789–1795. https://doi.org/10.1080/15623599.2023.2299527.

Özyiğit, S. "Claim Notices under the FIDIC Contracts: A Comparison of the Civil Law and Common Law Perspectives." *Yeditepe Üniversitesi Hukuk Fakültesi Dergisi* 19 (2022): 391–448.

Quzmar, N., and M. Elbayat. "Legal Nature of Contractual Liability: A Comparative Study." *International Journal of Scientific and Technology Research* 9, no. 3 (2020): 4567–4573.

Rahman, Tunis Abu Bakr, Widad Mahdi Jasim, and Nooruldeen Mustafa Al-Gburi. "Legal and Sharia Analysis of Commercial Paper Discounting and Islamic Banking Finance Alternatives." *Nusantara: Journal of Law Studies* 5, no. 1 (2026): 84–101. https://doi.org/10.5281/zenodo.18676735.

Riady, Roy, Febrian Febrian, Nashriana Nashriana, and M. Yusuf. "Reformulating the Reversal of the Burden of Proof in Corruption Cases: Integrating Positive Law and Islamic Legal Principles." *Nurani: Jurnal Kajian Syari'ah Dan Masyarakat* 25, no. 2 (2025): 514–528. https://doi.org/10.19109/nurani.v25i2.30483.

Rusydi, B. A. A., A. K. Hamrany, T. Wijayanta, and D. Putranti. "Resolution without Enforcement: A Critical Study of Case Closure and Substantive Justice in Indonesian Court Mediation." *Justicia Islamica* 23, no. 2 (2026): 537–68. https://doi.org/10.21154/justicia.v23i2.13286.

Saudi Civil Transactions Law, Pub. L. No. Royal Decree No. M/191, Umm al-Qurā Gazette (2023). https://laws.moj.gov.sa/en/legislation/PBbHmywh1XMp-Kyv3NtQLg.

Sulistyowati, S., H. Ahamat, R. Rumainur, and D. N. Maharani. "The Reassessing State Loss Calculations: Limited Authority of BPKP & Public Accountant Findings in Corruption Cases." *Jurnal Hukum* 42, no. 2 (2026): 378–400. https://doi.org/10.26532/jh.v42i2.40330.

Supardin, Muhammad Ikhlas, Jaih Mubarok, Jm Muslimin, Muhammad Nasril, and Rahma Amir. "Legal Reasoning by Judges in the Decision of the Religious Court in the DKI Jakarta Area Regarding Sharia Financing." *Al-Istinbath: Jurnal Hukum Islam* 10, no. 1 (2025): 1–29. https://doi.org/10.29240/jhi.v10i1.10917.

MILRev : Metro Islamic Law Review
ISSN: 2986-528X
Vol. 5 No. 2 July-December 2026, Pages 1103-1137
Sutarjo, S., and D. Pudjiastuti. "The Role of Mediators in Dispute Resolution Based on Progressive Law to Achieve Substantive Justice." *Trunojoyo Law Review* 8, no. 2 (2026). https://doi.org/10.21107/tlr.v8i2.32930.

Triono, Agus, Andriyan Syaputra, Fx Sumarja, Ima Frafika Sari, and Makmur Harun. "Disparities in Land Economic Value in Public Acquisition: Contextual Islamic Legal Reconstruction of Regulatory Gaps and the Threat of Land Mafia." *Jurnal Ilmiah Mizani: Wacana Hukum, Ekonomi Dan Keagamaan* 13, no. 1 (2026): 26. https://doi.org/10.29300/mzn.v13i1.9147.

Tuan Ibrahim, T. M. F. H., N. H. Nor Muhamad, and A. S. Baharuddin. "Maqāsid Al-Shariʿah and Digital Forensics: Towards a Fiqh-Based Evidentiary Model in Sharīʿah Criminal Justice." *Al-'Adalah* 22, no. 2 (2025): 565–598. https://doi.org/10.24042/adalah.v222.27886.

Ubaidillah, M. Yunus, A. Mauliyanti, Asriadi, B. Ulum, and M. Kooria. "Reconstruction of Maqāṣid Al-Syarīʿah Fī Ḥifẓ al-Māl in Responding to Doom Spending among Generation Z and the Implications for Family Economic Resilience." *Al-Muamalat* 13, no. 1 (2026): 76–101. https://doi.org/10.15575/am.v13i1.53964.

Vo, Huy Minh, Jyh-Bin Yang, and Veerakumar Rangasamy. "A Comprehensive Review of Delay Analysis Techniques for Solving Concurrent Delays." *Engineering, Construction and Architectural Management* 32, no. 5 (2025): 3495–3521. https://doi.org/10.1108/ECAM-10-2023-1022.

Younis, Ahmed A., Hazem K. Aboulata, and Emad S. Bakhoum. "Decision Support Framework for the Choice of Delay Analysis Techniques Used in Extension of Time Claims." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 16, no. 4 (2024): 04524017. https://doi.org/10.1061/JLADAH.LADR-1129.

ʿAlāʾ al-Dīn al-Mardāwī. *Al-Inṣāf*. Vol. 13. Dār Iḥyāʾ al-Turāth al-ʿArabī, 2000.