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The Necessity of Observing the Client's Best Interest in Agency from the Perspective of Shia Jurisprudence

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Abstract

Contemporary psychology has produced an extensive body of research on resilience and psychological well-being, yet this literature has rarely engaged classical Islamic sources of spiritual formation. This article offers a contempo-rary reading of Khwājah ʿAbd Allāh Anṣārī's Manāzil al-Sāʾirīn (d. 481/1089), a foundational text of practical Sufism structured as an ordered sequence of "stations" (manāzil) marking the wayfarer's inner transformation. Rather than treating the text as a purely devotional document, this study asks what re-sources it offers for understanding resilience, emotion regulation, and mean-ing-making in the face of adversity. Using a conceptual-mapping method that places the classical stations in dialogue with constructs from resilience psy-chology—cognitive reappraisal, distress tolerance, locus of control, and post-traumatic growth—the article argues that Anṣārī's schema constitutes an im-plicit model of psychological hardiness grounded in surrender (tawakkul), pa-tience (ṣabr), and meaning derived from transcendence. Particular attention is given to the station of ṣabr as an anticipation of contemporary resilience theo-ry, and to the advanced stations of love (maḥabbah) and subsistence (baqāʾ) as resources for meaning-making beyond hedonic well-being. The article con-cludes by considering applications and limits of this model for pastoral coun-seling and mental-health practice, cautioning against conflating spiritual sur-render with maladaptive passivity or "spiritual bypass." The study contributes to an emerging conversation between Islamic contemplative traditions and positive psychology.

Keywords: Client's Best Interest, Agency (Wikālah), Shia Jurisprudence, Trustworthiness, Justice.

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1. Introduction

Agency (*wikālah*) has long been utilized as one of the specified contracts in Islamic jurisprudence for the management of rights and social affairs in Islamic societies. This institution, which is rooted in social and legal needs, is founded upon the trust between the agent and the client, with its primary objective being the agent's representation in preserving and safeguarding the client's rights. In jurisprudence, agency is not merely a legal contract but also possesses a prominent ethical and religious dimension, which distinguishes its significance within the legal system. In this context, observing the client's best interest emerges as a fundamental principle, obligating the agent to act with honesty, diligence, and effort in procuring benefit and preventing harm for the client. Prominent jurists, such as Imam Khomeini in *Taḥrīr al-Wasīlah*, Muḥaqqiq al-Ḥillī in *Sharāʾiʿ al-Islām*, and Ayatollah Makārim Shīrāzī in *Al-Qawāʿid al-Fiqhiyyah*, have emphasized this principle, considering it a condition for the legitimacy and validity of the agency contract. The significance of this matter lies in the fact that, as one of the pillars of the justice system, it plays a vital role in protecting rights and realizing fairness in society. Failure to observe the client's best interest not only leads to the violation of their rights but also undermines public trust in the legal profession and the judicial system. Therefore, the present research aims to elucidate the client's best interest from the perspective of Shia jurisprudence and to analyze various aspects of it. The primary question is: How and to what extent has Shia jurisprudence addressed this principle, and what consequences has it foreseen for its non-observance? This study, relying on jurisprudential sources, traditions (*aḥādīth*), and legal statutes, investigates this issue and, ultimately, offers suggestions for strengthening this principle in practice.

2. Research Methodology, Questions, and Literature Review

2.1. Research Methodology

The present research employs a descriptive-analytical method. The required data were collected from library sources, including authoritative jurisprudential works such as *Taḥrīr al-Wasīlah* by Imam Khomeini, *Jawāhir al-Kalām* by Sheikh Muḥammad Ḥasan al-Najafī, *Sharāʾiʿ al-Islām* by Muḥaqqiq al-Ḥillī, Shiite traditions (*aḥādīth*) such as *Wasā'il al-Shīʿa* by Sheikh Ḥurr al-ʿĀmilī and *Jāmiʿ Aḥādīth al-Shīʿa* by Sayyid Ḥusayn Burūjirdī, as well as Iranian legal sources. For data collection, note-taking tools and jurisprudential software were used to systematically extract and categorize information. Initially, key concepts such as agency and best interest were defined from lexical and jurisprudential sources, and then the perspectives of jurists and legal scholars regarding the agent's obligations in observing the client's best interest were examined. In the next stage, through the analysis of sources, prominent opinions of jurists were selected, and final inferences were formulated based on them. The selection of sources was based on their authority and comprehensiveness. For example, *Taḥrīr al-Wasīlah* was chosen as a primary source due to Imam Khomeini's scholarly standing and its precise elaboration of legal rulings, while *Jawāhir al-Kalām* was selected for its comprehensive analysis of jurisprudential issues. Furthermore, authentic traditions from Shiite ḥadīth collections were utilized as jurisprudential arguments. This research methodology, grounded in qualitative analysis, facilitates a deep understanding of the concepts and provides the groundwork for offering practical recommendations.

2.2. Research Questions

Main Question:

How and to what extent has Shia jurisprudence elucidated the client's best interest in the agency contract, and what consequences has it foreseen for its non-observance?

Sub-Questions:

1. What are the jurisprudential foundations and evidence for observing the client's best interest in agency, and how are the key concepts (agency, best interest, trust) related to one another?
2. What are the jurisprudential-legal effects of violating the client's best interest (such as the agent's liability, or the non-binding nature or invalidity of acts and dispositions contrary to the contract), and what limits have the jurists set for the agent's authority?
3. To what extent is Iran's legal system aligned with jurisprudential doctrines in this regard, and what mechanisms (such as education, supervision, and legislation) contribute to the institutionalization of this principle?

Addressing these questions, while elucidating the jurisprudential and legal foundations, will strengthen public trust in the institution of agency, promote social justice, and improve the professional performance of attorneys. This research, employing a descriptive-analytical method and relying on authoritative jurisprudential sources and statutory laws, seeks to fill the theoretical and practical gaps in this field.

2.3. Literature Review

A review of the existing literature indicates that while the issue of observing the client's best interest in agency has been implicitly addressed within Imāmī jurisprudence within the framework of rules such as the *Rule of Trust* and the principle "The agent is a trustee and is not liable except for negligence or transgression" (*al-wakīl amīn lā yaḍman illā bi al-tafrīṭ aw al-taʿaddī* — Al-Shahīd al-Thānī, 1410 AH), it has been pursued sporadically and predominantly with a purely legal perspective in contemporary research. In this context, ḤājīʿAzīzī and Iʿtimād (2015) examined the enforcement guarantees for non-observance of the client's interest. Īrānpūr (2024), through a critical rethinking of Article 667 of the Iranian Civil Code, emphasized the necessity for a more precise interpretation of this article. Faṣīḥīzādeh and Amīnī (2023) pointed to the distinction between the agent's authority and obligation in observing the client's interest, considering it a legal duty. Amīnī, Faṣīḥīzādeh, and Naṣr-Iṣfahānī (2021) also conducted a comparative study with English law in this area.

However, most existing works focus merely on the purely legal dimensions and have neglected a comprehensive explanation of the jurisprudential foundations, Qur'anic and narrative evidence, and the limits of the agent's authority through an integrated approach. Therefore, the present research, utilizing a descriptive-analytical method and drawing upon authentic jurisprudential sources, seeks to fill this theoretical and practical gap.

3. Terminology (Conceptual Analysis)

3.1. Literal and Terminological Meaning of Agency (*Wikālah*)

The term *wikālah* (agency) in Arabic is derived from the root *wakala*, which signifies relying upon, entrusting, and delegating the execution of an affair to another (Al-Shahīd al-Thānī, trans. Masjed-Sarā'ī, 2005, vol. 5, p. 531). Ibn Manẓūr in *Lisān al-ʿArab* explains that "*wakala ilayhi al-amr*" means a person entrusts a matter to another to carry out on his behalf, indicating trust and confidence in another to perform a task (Ibn Manẓūr, 1414 AH, vol. 11, p. 736). Dehkhodā, in his lexicon, defines agency as "entrusting one's affair to another" and emphasizes its representational aspects, wherein an individual delegates authority and responsibility for performing an action to another person (Dehkhodā, 2012, software edition). Rāghib Iṣfahānī, in *Al-Mufradāt fī Gharīb al-Qur'ān*, associates agency with "entrusting someone to carry out an affair with due regard to the client's interest" and draws attention to the notion of trustworthiness in this context (Iṣfahānī, 1404 AH, vol. 1, p. 531). These lexical meanings provide a foundation for the jurisprudential and legal concept of agency, indicating that trust and representation are its core elements.

3.2. Terminological Meaning of Agency

Agency (*wikālah*) is the delegation of the execution of a matter to another person during the client's lifetime, or the entrustment of the management of certain affairs by the client during their lifetime. Agency is a contract that requires an offer (*ījāb*), which may be expressed through any wording that signifies this intention, such as "I have appointed you as my agent," "you are my agent in this matter," or "I have delegated the sale of it to you." Rather, it appears that even if a person says, "Sell my house," intending to entrust the sale of the house to another, it suffices. Agency requires acceptance (*qabūl*), which may be manifested through any action indicating consent thereto. Even the performance of the subject of agency after the offer is considered as acceptance. More strongly, agency may also be concluded through *muʿāṭāt* (exchange of goods without formal offer and acceptance); for example, when a commodity is handed over to a person for sale and they receive it. It is not improbable that agency may also be established through the client's writing and the agent's consent to its content, even if the receipt of the writing is delayed; hence, the succession (*muwālāt*) between offer and acceptance is not a condition in agency. In summary, agency is treated with greater leniency and facility compared to other contracts. Even if the agent asks in an interrogative form, "Am I your agent in selling your house?" and the client responds affirmatively, the agency is valid, although such an expression would not be deemed sufficient in other contracts (Khomeini, trans. Islāmī, 2004, vol. 3, p. 67).

3.3. Literal Meaning of Best Interest (*Maṣlaḥah*)

Linguistically, *maṣlaḥah* (best interest) means rectitude, goodness, and correctness, and its plural is *maṣāliḥ*. In its terminological sense, it refers to the means of attaining the Lawgiver's intent and achieving it, whether pertaining to the rights of the Lawgiver Himself or to customary matters concerning the benefit of servants and the regulation of their livelihood and conditions. Al-Ghazālī, in *Al-Mustaṣfā*, states: "*Al-maṣlaḥah* originally signifies the procurement of benefit or the repulsion of harm," adding, "we do not mean by that; for the procurement of benefit and the repulsion of harm are the objectives of creation and the rectitude of creation lies in achieving their objectives. Rather, by *maṣlaḥah* we mean the preservation of the Lawgiver's intent." And the Lawgiver's intent regarding creation is fivefold: to preserve for them their religion, their life, their intellect, their lineage, and their property. Thus, whatever encompasses these five foundational principles is considered a *maṣlaḥah*, and whatever fails to preserve these principles is a *mafsadah* (corruption), and the repulsion of it is a *maṣlaḥah* (Al-Ghazālī, 1413 AH, vol. 1, p. 174).

Maṣlaḥah fundamentally consists of the procurement of benefit and the repulsion of harm (ibid.). However, this is not what is intended here, because the procurement of benefit and the repulsion of harm are the objectives of human beings (Ibn Manẓūr, 1414 AH, vol. 11, p. 517). Rather, what the jurisprudential scholars (*uṣūliyyūn*) intend by *maṣlaḥah* is the preservation of the Lawgiver's intent, which for creation is fivefold: (a) preservation of religion, (b) preservation of life, (c) preservation of intellect, (d) preservation of lineage, and (e) preservation of property.

Therefore, whatever embodies and ensures the preservation of these five principles is a *maṣlaḥah*, and whatever causes their erosion is termed *mafsadah*. The preservation of these five principles falls within the realm of necessities (*ḍarūriyyāt*) and, in terms of rank, constitutes the most powerful and highest of interests. For example, the Sacred Lawgiver has commanded the killing of the unbeliever for the preservation of religion; has made *qiṣāṣ* (retributive justice) obligatory for the preservation of life; has prohibited the consumption of wine and prescribed a punishment for it for the preservation of intellect; and has commanded the punishment and chastisement of thieves and usurpers for the preservation of property (ibid.). Scholars and lexicographers have offered various definitions of *maṣlaḥah*:

Ibn Manẓūr defined *maṣlaḥah* as goodness, stating that *ṣalāḥ* is the opposite of corruption (*fasād*), and *istiṣlāḥ* (seeking rectitude) is the opposite of *istifsād* (seeking corruption) (Ibn Manẓūr, 1414 AH, vol. 11, p. 517).

Dehkhodā wrote: "*Maṣlaḥah* is the opposite of *mafsadah*; it means correctness, worthiness, and rectitude" (Dehkhodā, 2012, software edition).

Maṣāliḥ (the plural of *maṣlaḥah*) means good deeds; *maṣlaḥah* signifies rectitude and good work, or that which brings about comfort and benefit. *Maṣāliḥ al-maʿāsh wa al-maʿād* refers to those things that bring good and benefit in this world and the Hereafter. *Maṣāliḥ* are the opposite of *mafāsid*; the plural of *maṣlaḥah* means those actions that bring goodness and rectitude to people, that to which good and benefit are attached. Ultimately, what emerges from all these definitions is benefit, profit, and goodness.

3.4. Terminological Meaning of Best Interest (*Maṣlaḥah*)

Maṣlaḥah, in the view of common people (*ahl al-ʿurf*), means the procurement of benefit and the repulsion of harm. According to Islamic scholars, *maṣlaḥah* has multiple meanings. Conventionally, this term signifies attracting benefit and warding off loss. Some believe that the foundation of this *maṣlaḥah* is that human beings in this world and the Hereafter have objectives, and those objectives are the procurement of benefit and the repulsion of harm, and this is precisely the meaning of *maṣlaḥah*. Others examine it within the context of wisdom (*ḥikmah*), meaning that *maṣlaḥah* is identical to wisdom. For instance, wisdom may dictate that a person falls ill, which does not appear good outwardly, but inwardly it serves the person's best interest by strengthening their faith and beliefs. Imām Muḥammad al-Ghazālī, a renowned Sunni scholar, does not regard the repulsion of harm and the procurement of benefit as *maṣlaḥah*. According to him, the five fundamental principles of religion, in striving to attain which is considered *maṣlaḥah*, are religion itself, life, property, intellect, and children. Some believe that *maṣlaḥah* has no specific technical meaning and that its lexical meaning—namely rectitude, goodness, and virtue—is intended. Others have defined *maṣlaḥah* as the repulsion of harm or the procurement of benefit for religion and worldly affairs. In another definition, *maṣlaḥah* encompasses the objectives of human beings in this world and the Hereafter, with the goal of procuring benefit and repelling harm.

Al-Shartūnī explains *maṣlaḥah* as follows: "Al-maṣlaḥah: that which results from an action and prompts rectitude. It is said: 'The Imām saw the *maṣlaḥah* in that,' meaning that which prompts rectitude. From this, actions undertaken by a person that lead to their benefit are also called *maṣlaḥah*" (Al-Shartūnī, 1995, vol. 3, p. 222).

He considers *maṣlaḥah* as benefit and advantage that accrues to a person as a result of an action. It can be said that *maṣlaḥah*, in the opinions of jurists, has also been used in the sense of worldly and otherworldly benefit.

The author of *Jawāhir* corroborates this, stating: "It is understood from the traditions (*akhbār*), the statements of the companions (jurists), and indeed from the apparent meaning of the Qur'an, that all transactions and other matters have been prescribed for the interests and worldly and otherworldly benefits of people—that which is customarily termed *maṣlaḥah* and benefit" (Al-Najafī, 1433 AH, vol. 22, p. 344).

From these meanings, it becomes clear that the interests intended by the Sacred Lawgiver are not limited solely to worldly benefits and pleasures. This is because the interest and benefit that result from the performance of a divine ruling possess a divine character and encompass both this world and the Hereafter, the fundamental principle of which is the realization of otherworldly felicity through the building of human beings with a religious approach and the perfection of their species.

The term *maṣlaḥah* is frequently used in Islamic jurisprudence, appearing in various chapters, and holds greater significance and argumentative weight in Sunni jurisprudence. Sunni jurists have even opened a chapter called "al-Maṣāliḥ al-Mursalah" (Unrestricted Interests) in this regard.

4. Best Interest (*Maṣlaḥah*) in Shia Jurisprudence

A common and widely used statement in this regard is that all divine rulings (*aḥkām*) are contingent upon interest (*maṣlaḥah*) and corruption (*mafsadah*), and all Shia jurists and scholars are in agreement on this point. Imam al-Riḍā (AS) states: "We have found that in everything God—Blessed and Exalted is He—has made lawful, there is the rectitude of the servants and their survival, and they have need of it and cannot do without it. And we have found that the things He has forbidden are things that the servants have no need for, and we have found them to be corrupt and a call to annihilation and destruction" (Al-Ṣadūq, 1385 AH, vol. 2, p. 592).

Sayyid Murtaḍā further elaborates on the concept of *maṣlaḥah*, stating: "Everything that has been made obligatory upon us in the sacred law must necessarily contain a reason for its obligation, and everything that has been forbidden must necessarily contain a reason for its abhorrence, even if we do not know these reasons in detail. We do not consider the divine command or prohibition as the cause of these reasons, but rather as indicators of them" (Al-Sharīf al-Murtaḍā, 1984, vol. 1, p. 435).

Al-ʿAllāmah al-Ḥillī, in *Qawāʿid al-Aḥkām*, articulates this as follows: "If the lender requests repayment in a place other than the city of the loan, without such a condition having been stipulated initially, or requests repayment in the city of the loan despite having stipulated otherwise, the payment becomes obligatory upon the borrower if it serves his interest. Conversely, if the borrower pays the debt in a place other than the stipulated one, acceptance becomes obligatory upon the lender if it serves his interest" (Al-Ḥillī, 1413 AH, vol. 2, p. 105).

The author of *Jawāhir al-Kalām* has also addressed the issue of *maṣlaḥah* throughout his work. For instance, in the chapter on judiciary (*qaḍāʾ*), he states: "If the interest necessitates appointing to the judiciary someone who does not fully possess the required qualifications—such as being deficient in knowledge or justice—his appointment is valid according to one of two views or one of two opinions, out of consideration for the *maṣlaḥah* from the perspective of the Imam, just as occurred in the time of Imam ʿAlī (AS) with some judges, such as Shurayḥ, who was known to lack some of the required qualifications..." (Al-Najafī, 1432 AH, vol. 40, p. 68).

From the perspective of Shia jurists, Islamic rulings are established based on interests and corruptions, meaning that regardless of divine commands, there exist interests and corruptions in the actions of obligated persons (*mukallafūn*). If God has made something obligatory, it is due to the benefits inherent in it, and if He has forbidden something, it is due to the corruption and evil inherent in that act.

The late Ākhund al-Khurāsānī, al-Nāʾīnī, writes in this regard: "There is no way to deny that rulings follow interests and corruptions in their subject matters (*mutʿallaqāt*), and that actions, in and of themselves, contain interests and corruptions irrespective of divine command or prohibition, and that these serve as the causes and grounds (*manāṭ*) for the rulings" (Al-Gharawī al-Nāʾīnī, 1997, vol. 3, p. 59).

The First Martyr (al-Shahīd al-Awwal) states: "Since it is established in scholastic theology that the actions of God are motivated by purposes (*aʿrāḍ*), and that such purposes cannot be ugly, nor can they revert to Him, it is thereby established that the purpose reverts to the obligated person (*mukallaf*)" (Al-Shahīd al-Awwal, 1400 AH, vol. 1, p. 33).

The purposes that revert from God to the obligated persons are, according to the First Martyr, conceivable in four forms: "That purpose is either the procurement of benefit for the obligated person or the repulsion of harm from them, and each of these may pertain either to this world or to the Hereafter. Divine rulings are not devoid of any one of these four possibilities" (Ibid.).

4.1. The Perspective of the Qur'an on Best Interest (*Maṣlaḥah*)

In the Noble Qur'an, the importance of considering *maṣlaḥah* in individual and social relations is explicitly expressed. For example, the verse **"And their affair is [conducted] through consultation among them"** (Sūrat al-Shūrā, verse 38) emphasizes participation and consultation in decision-making, indicating that in every decision, the interest of all must be taken into account. This verse and similar ones in the Qur'an affirm that following consultation and striving to secure public interests is a sign of rationality and foresight.

The Qur'an, as the book of guidance, invites human beings to the correct understanding of *maṣlaḥah* and to striving for its realization in individual and social life. The importance of paying attention to *maṣlaḥah* in the Noble Qur'an is not only considered an ethical principle but also a religious and social obligation that contributes to the establishment of a healthy, just, and flourishing society. In light of these points, it can be said that *maṣlaḥah* in the Qur'an represents the Creator's endeavor to guide His servants toward individual and collective goodness and felicity. Numerous verses indicate the principle of the subordination of rulings to interests and corruptions, among them: **"O mankind, there has come to you instruction from your Lord and healing for what is in the breasts and guidance and mercy for the believers. Say, 'In the bounty of God and in His mercy—in that let them rejoice; it is better than what they accumulate.'"** (Sūrat Yūnus, verses 57-58).

4.2. Traditions (*Aḥādīth*) Related to the Subject

The best interest of the client is one of the fundamental subjects in Islamic traditions, indicating the importance of establishing people's rights and securing their interests within the legal and social system of Islam. In religious texts, particularly in the prophetic tradition and the teachings of the Ahl al-Bayt (AS), the observance of the client's interest has been emphasized, and it has been introduced as one of the fundamental duties of the agent and legal representative.

Numerous traditions from the Prophet of Islam (PBUH) and the Infallible Imams (AS) explicitly emphasize the necessity of observing people's interests. For example, in some traditions, agents and legal representatives are obliged to protect the interests of their clients, and any action contrary to this principle is considered reprehensible and unacceptable.

In this regard, there is a tradition from Imam al-Riḍā (AS) in which he states: "Some of the people of the *qiblah* claim that God—Blessed and Exalted is He—has not made anything lawful or forbidden except for the purpose of mere servitude (*taʿabbud*). Far astray is the one who says such a thing, and manifestly lost! For if that were the case, it would be permissible for Him to subject them to servitude by making lawful what He has forbidden and forbidding what He has made lawful, to the extent of commanding them to abandon prayer, fasting, and all acts of goodness; to deny Him, His messengers, and His books; and to justify adultery, theft, and the violation of the sanctity of close relatives—matters that entail the corruption of social order and the annihilation of creation. Since the rationale behind making lawful and forbidden would merely be servitude, it could be otherwise, and God—Mighty and Majestic—has nullified the claim of those who say this. We have found that everything God—Blessed and Exalted is He—has made lawful contains the rectitude of the servants and their survival, and they have need of it and cannot do without it. And we have found that what He has forbidden is something the servants have no need for, and we have found it to be a corruption that calls to annihilation and destruction" (Al-Ṣadūq, 1385 AH, vol. 2, p. 592).

4.3. The Fruit of the Discussion

From the perspective of Shia jurisprudence, the concept of *maṣlaḥah* has never served as a divine ruling, whether governmental or non-governmental, nor is there any independent chapter on *maṣlaḥah* with such interpretations in Shia jurisprudential principles (*uṣūl*). However, the term *maṣlaḥah* is used in Shia jurisprudential works in various chapters such as *Makāsib Muḥarramah* (forbidden earnings), sales (*bayʿ*), endowment (*waqf*), and guardianship (*wilāyah*), among others. By examining all these instances, the usage of this term can generally be summarized in two contexts:

1. Where there is a conflict (*tazāḥum*) between two divine rulings in the stage of compliance and execution.
2. In matters of guardianship and supervision (*wilāyah*).

In the first context, for example, Sheikh Anṣārī in *Makāsib Muḥarramah* employs this term in instances such as the permissibility of backbiting (*ghībah*), stating: "In cases exempted from the prohibition of backbiting and deemed permissible—where an interest is assumed to revert to the person being backbitten that, in the view of reason or the sacred law, is greater than the interest of respecting the believer by refraining from such speech—the ruling must be rendered according to the stronger interest (*maṣlaḥah aqwā*)" (Al-Anṣārī, 1415 AH, vol. 1, p. 342). He also states in instances of permissible earnings: "Among the justifications for lying is the intention of reconciliation (between believers), and there are many transmitted traditions (*akhbār*) indicating the permissibility of lying for the purpose of reconciliation" (Ibid., vol. 2, p. 31).

In the second context, wherever in jurisprudential chapters there is a discussion of guardianship (*wilāyah*), the concept of *maṣlaḥah* and the guardian's consideration of it are also mentioned. As Imam Khomeini states: "The primary principle in every guardianship is that it is restricted to the observance of *maṣlaḥah*."

For example, the author of *Jawāhir* states in the chapter on hoarding (*iḥtikār*): "The Islamic ruler compels the hoarder to sell their hoarded goods, and the evidence for this ruling is traditions and the consensus of scholars—whether hoarding is prohibited or merely disapproved (*makrūh*). If one says that, according to the view that it is disapproved, forcing a sale is meaningless, for when hoarding is merely disapproved, the sale of the goods is not obligatory. So how can one compel someone to do what is not obligatory?" (Al-Najafī al-Jawāhirī, 1432 AH, vol. 22, p. 485). In response, it is said: "This ruling is supported by the established evidence and is also confirmed by the demands of public interest (*maṣlaḥah ʿāmmah*) and policy in many times and places" (Ibid.). Other jurists, including Sheikh Mufīd, Sheikh Ṭūsī, and al-Shahīd al-Thānī, have also deemed it permissible for the Islamic ruler to compel the hoarder to sell and to fix prices based on the consideration of *maṣlaḥah*.

In this context, Imam Khomeini states: "The hoarder is compelled to sell, but the price is not fixed for them as a matter of precaution. Rather, they may sell at any price they wish, unless they are unjust, in which case they are compelled to lower the price. If they do not set a price, the ruler sets a price according to what he sees as the *maṣlaḥah*" (Imam Khomeini, 2013, vol. 1, p. 534).

This term is also used in other areas concerning the authority of the Islamic ruler, such as in discussions of conquered lands, land reclamation, rewarding from the public treasury (*bayt al-māl*), price fixing and restricting trade, selling weapons to enemies of the faith, the manner of consuming *khums* (one-fifth tax), and in other types of guardianship, including guardianship over endowments (*waqf*), guardianship over minors, and the guardianship of the executor appointed by the father or paternal grandfather after their death.

Observing *maṣlaḥah* in such matters is a necessary condition. An important conclusion that can be drawn from all the aforementioned examples is that the issue of *maṣlaḥah* has been present in traditional Shia jurisprudence from ancient times to the present. Shia scholars have referred to it in various jurisprudential chapters, especially in governmental rulings and rulings concerning guardianship. If Imam Khomeini presented this issue as a basis for resolving new governmental issues and materialized it in social and governmental aspects, he was undoubtedly inspired by traditional jurisprudence and arrived at this important achievement after a thorough study and complete understanding of the fundamental role of *maṣlaḥah* in governmental rulings and rulings on guardianship.

4.4. The Trusteeship (*Amānī*) Nature of the Agent's Possession (*Yad*)

One of the foundational principles in Islamic jurisprudence is the concept of "possession" (*yad*), and specifically "the agent's possession," which is presented as a symbol of responsibility and trustworthiness in the field of agency. In the Islamic legal system, agents, as the legal representatives of their clients, are obligated to act in the best possible manner to protect the rights and interests of their clients. Therefore, the concept of the trusteeship nature of the agent's possession holds particular importance in this context.

The ideology of the trusteeship nature of possession means that the agent, in their capacity as the client's representative, must have a meta-legal and ethical commitment to the client's property and rights. This principle has been shaped in accordance with the Qur'anic verses and the traditions of the Infallibles (AS) and, as a jurisprudential rule, carries significant practical implications for agents. In other words, the agent is not only obligated to preserve and protect the client's interests but is also liable for any damage or loss resulting from negligence or failure to fulfill their duties.

In a tradition from Ibn Marāzim, in the chapter on the prohibition of betrayal and breach of trust concerning the agent, a statement from Imam al-Ṣādiq (AS) appears: "O man! Your betrayal and your breach of trust toward my property are the same, except that betrayal entails a greater punishment for you." (Then it states): "Whoever betrays, their sustenance will be diminished by that betrayal, and the sin thereof will be recorded against them." In a tradition from Zurārah, in the chapter on confinement for debt from the chapters on judiciary, it is related that Imam ʿAlī (AS) would only confine three types of people for debt: "one who was entrusted with a trust and absconded with it, even if something of it is found to have been sold in their absence or presence." In a tradition from Zayd, in the chapter on the prohibition of killing from the chapters on retribution (*qiṣāṣ*), the Prophet (PBUH) said: "Whoever has a trust must return it to the one who entrusted them; for the blood of a Muslim and their property are not lawful except with their consent." There are many other instances indicating the obligation to return trusts and the prohibition of betrayal, but there is no need to mention them all (Burūjirdī, 1994, vol. 18, p. 545).

4.5. The Rule of Trust (*Qāʿidat al-Istīmān*)

The rule of trust (*istīmān*) is, in fact, an exception to the rule of possession-based liability (*ḍamān yad*), because according to the rule of possession-based liability, the principle is that whoever takes possession of another's property is liable for it and is responsible to the owner, and in the event of loss or deficiency, must compensate for the damage. If the owner claims the benefits during the period of possession, the possessor is liable. Exceptions have been made to this principle, which are generally discussed in jurisprudence under the rule of *istīmān*. Such possession is referred to as "trusteeship possession" (*yad amānī*).

The summary of this rule is that if a person takes possession of another's property under specific conditions, they are not liable as long as they do not commit transgression (*taʿaddī*) or negligence (*tafrīṭ*).

What is meant by non-liability here is that if the possessed property is destroyed, the exact equivalent (*mithl*) or value (*qīmah*) cannot be claimed from the trustee. Of course, destruction here refers to destruction that occurs without transgression or negligence. If it occurs with transgression or negligence, it falls outside the scope of this rule and into the scope of the rules of causing loss (*itlāf*) or causation (*tasbīb*). This rule appears in jurisprudential texts as follows: **"The trustee is not liable except for transgression or negligence"** (*al-amīn lā yaḍman illā bi al-taʿaddī aw al-tafrīṭ*). The meaning of "except" here is that in the case of transgression or negligence, the trustee's possession ceases to be trusteeship and becomes liable, and naturally, any loss or deficiency occurring under liable possession is the responsibility of the possessor.

Trusteeship possession has various types, including: the possession of one who does good (*muḥsin*), the possession of a lessee (*mustaʾjir*), the possession of a borrower (*mustaʿīr*), and the possession of a depositary (*mustawdaʿ*). In general, all types of possession permitted by the owner or the sacred law over others' property are instances of trusteeship possession and are subject to the rule of trust (*istīmān*) (Muḥaqqiq Dāmād, 1406 AH, vol. 1, p. 91).

Given that the agent is the trustee of their client, and the preservation of trust is a fundamental aspect of agency, and the noble verse: **"O you who have believed, do not betray God and the Messenger, nor betray your trusts while you know"** (Sūrat al-Anfāl, verse 27) commands the believers to observe trust and safeguard it. On the other hand, from the perspective of jurisprudence, agency means the conclusion of a contract between the agent and the client, based on which the agent is obliged to perform specified matters on behalf of the client. In this regard, the trusteeship of agency is a fundamental principle of Islamic jurisprudence: **"The agent is a trustee and is not liable except for negligence or transgression"** (*al-wakīl amīn lā yaḍman illā bi al-tafrīṭ aw al-taʿaddī* — Al-Shahīd al-Thānī, 1410 AH, vol. 4, p. 383). The agent must be trustworthy in the matters they handle on behalf of the client, meaning they must not act without the client's permission and must consider the client's interests. If the agent causes damage to the client in performing their duties, they are generally held liable, unless they can prove that the damage resulted from the client's fault or factors beyond their control. Agency applies only to matters that have been specifically designated, and the agent cannot act beyond these limits without the client's permission. The agent must act with complete honesty and inform the client of anything related to the agency. For instance, if the agent realizes that a decision being made is not in the client's interest, they must inform the client.

"The agent must be limited to what the client has specified for them, and this is necessitated by the restriction and narrowness of the agency and permission. It appears that conditions and restrictions in agency and the subject of delegation are usually of the type of unity of the desired objective, unless there is evidence to the contrary. In the absence of restriction, *maṣlaḥah* must be observed according to custom, and there is no obligation to observe the best (*aṣlaḥ*), unless there is a restriction in place" (Al-Sind, 1413 AH, vol. 2, p. 93).

"The agent is in the position of the client. Just as the client does not proceed against their own interest, neither does the agent. Indeed, a person might do something contrary to their own interests for some spiritual purposes or in hope of God's reward, but the agent is not permitted to do so, as is clear. If they violate their interest, the contract is also unauthorized (*fuḍūlī*) and has no effect without the client's approval" (Makārim Shīrāzī, 2011, vol. 1, p. 278).

Issue 16: "The agent must confine their disposition (*taṣarruf*) in the subject of agency to what is explicitly or implicitly encompassed by the agency contract, even with the aid of circumstantial or verbal indications. Even if the indication is a customary practice (*ʿādah*) where authorization in one matter necessitates authorization in another, such as handing over the sold item to them and appointing them as agent for its sale, or handing over the price and appointing them as agent for purchasing. In short, for the validity of a disposition, it is necessary that the agency encompass it" (Imam Khomeini, 2013, vol. 2, p. 41).

"If the agent contravenes and performs the act in a manner not encompassed by the agency contract, then if it is something in which unauthorized disposition (*fuḍūliyyah*) applies, such as contracts, its validity depends on the client's approval. There is no difference in the contravention between it being contradictory and contrary, such as being appointed to sell the house but leasing it instead, or concerning some particularities, such as being appointed to sell it for cash but selling on credit, or with an option but selling without it. Of course, if it is known that the agency includes the absence of the particularity, it is apparently valid, such as being appointed to sell the commodity for one dinar and selling it for two dinars, for it is apparent—indeed known from the client's situation—that their specification was meant to indicate the minimum, not the maximum. Similarly, if they are appointed to sell in a specific market for a specific price and they sell it elsewhere for that price, the apparent meaning is that their aim was to obtain the price. This is according to the apparent meaning. As for actual validity, it follows the reality. If the existence of a reasonable purpose in the specification is assumed, exceeding it is not permissible, and with it, it is unauthorized in appearance, and the reality follows the reality" (Ibid., p. 45).

"The agent is a trustee with respect to what is in their possession; they are not liable for it except in the case of negligence or transgression—such as wearing a garment or loading an animal that they were appointed to sell. However, their agency is not thereby invalidated. So if, after wearing it, they sell the garment, the sale is valid, although they are liable for it if it perishes before they sell it, and upon delivering it to the buyer, they are absolved of liability. Rather, it is not improbable that the liability is removed by the sale itself" (Ibid.).

4.6. The Agent's Dispositions Contrary to the Agency Contract

Transgression and forbidden dispositions by the agent are among the key topics in Islamic jurisprudence that clearly define the role and responsibility of agents toward their clients, as well as the ethical and legal boundaries of their actions. Considering that the agent acts as the client's legal representative in performing legal and financial matters, a correct understanding of the concept of transgression and forbidden dispositions in the capacity of agency appears essential.

Transgression (*taʿaddī*) means exceeding legal or ethical limits; in other words, when the agent exceeds the scope of their delegated duties or behaves in a way that harms the client's interests, they have committed transgression. This concept, from the perspective of Islamic jurisprudence, not only creates legal responsibilities for the agent but also clarifies the ethical dimensions of the agent-client relationship. The agent must always bear in mind that their actions should align with the client's interest and avoid any disposition that might harm the client.

On the other hand, forbidden dispositions (*taṣarrufāt ḥarām*) refer to actions deemed impermissible and reprehensible from a jurisprudential standpoint. These dispositions may include using the client's property for personal benefit or failing to maintain the trust in safeguarding the client's documents and records. Jurists, relying on Qur'anic verses and the traditions of the Infallibles (AS), emphasize the necessity of respecting the rights of others, particularly the client's right to the proper use of their property and rights.

Therefore, understanding forbidden dispositions and the consequences of transgression in agent-client relationships can enhance the level of mutual respect and trust in this profession. According to Islamic jurisprudence, the agent is considered not only as a legal representative but also as an ethical and committed person toward the client, who must make decisions responsibly and consciously.

Furthermore, in situations where the agent engages in transgression and forbidden dispositions, they are obligated to compensate for the damage and defend the client's rights. This point indicates that the legal profession is not merely recognized as a legal occupation but also functions as a social and ethical responsibility, strengthening the justice system in society.

Ultimately, a thorough and serious examination of transgression and forbidden dispositions by the agent from the perspective of Islamic jurisprudence not only helps clarify legal and ethical frameworks but can also serve as a standard for evaluating the quality of legal services and the agent's ability to observe fairness and justice in providing services. For this reason, this subject is important not only for jurists and lawyers but also for society and individuals with shared interests.

"If the agent performs dispositions in the client's affairs (such as eating, drinking, sitting, or giving to others) that are neither contracts nor unilateral legal acts, these dispositions are forbidden, and the agent and anyone who has taken such actions are obligated to compensate for the damage. In this case, they must pay either the equivalent of the client's property or its value. God Almighty says: **O you who have believed, do not consume one another's wealth unjustly, unless it is a trade from mutual consent** (Sūrat al-Nisāʾ, verse 29). And He also says: **And their consuming people's wealth unjustly...** Then, the intended meaning of 'unjustly' (*bāṭil*) here is what is considered unjustly according to custom, unless the Lawgiver has expanded or restricted it. The preposition 'bi' (by) here apparently indicates causation. The meaning of 'consuming' is clear, but the apparent meaning suggests a broader sense, i.e., possession-based disposition, and God knows best. So the meaning of the verse is: It is forbidden to consume and possess people's property through an unjust cause according to custom and the sacred law, which includes gambling and other invalid causes. Among customary unjust causes are usurpation (*ghaṣb*) and consuming people's property without any valid reason. Among religiously invalid causes are any contract lacking a condition or part that is valid according to the sacred law, where the owner's consent is not known from a source other than the mentioned contract" (Al-Muḥsinī, 1429 AH, vol. 1, p. 105).

5. In Statutory Law (*Ḥuqūq-e Mawḍū'eh*)

Observing the client's best interest is one of the fundamental and foundational principles in the legal relationship between the agent and the client in legal systems, particularly in Iranian statutory law. This principle is explicitly emphasized in legal regulations and professional rules of advocacy, playing a key and highly sensitive role in the client's reliance on the agent. The agent, as the client's representative, is obliged to always consider the client's interests and act in line with securing them. This issue not only helps to strengthen the trust between the agent and the client but can also prevent violations and legal problems arising from unauthorized dispositions.

In Iranian law, the principles governing the agency contract stipulate that the agent must act in the client's interest in all their actions and observe their interests. This issue becomes particularly important in cases where the agent must make decisions based on their authority. In such circumstances, the agent is required to provide reliable and accurate information, taking into account the client's specific conditions, and refrain from any unauthorized or improper disposition of the client's property and rights.

Furthermore, observing the client's best interest also creates ethical and social obligations for the agent. The agent must examine all aspects of the case by following logical and transparent processes and make decisions based on the client's benefit. Failure to observe this principle can lead to legal violations and even undermine the integrity of the legal system.

Realizing the client's best interest will not only improve the quality of legal services but also strengthen the justice system and public trust in the legal profession. Therefore, serious attention to observing the client's best interest by agents, as a divine and legal duty, is of great importance and must be pursued in the direction of realizing justice and protecting human and social rights in society. In law as well, following the well-known view, in all types of representation—including agency, guardianship (*wilāyat*), executorship (*qayyūmat*), and marriage of minors—any disposition is conditioned upon observing the ward's best interest. For example, the first part of **Article 667 of the Iranian Civil Code** stipulates: **"The agent must observe the client's interest in their dispositions and actions."** The first part of **Article 1241** also states: **"The guardian cannot sell or mortgage the ward's immovable property or conduct a transaction that would result in the ward's indebtedness, except with consideration of the ward's benefit and the approval of the public prosecutor."** Furthermore, **Article 1041** of the said Code makes the guardian's permission for the marriage of girls under 13 years of age conditional upon *maṣlaḥah*—as determined by the competent court.

The **Law on Advocacy (*Qānūn-e Vekālat*) ratified in 1315 (1936)** and the **Executive Regulation of the Legal Bill on the Independence of the Bar Association (*Kānūn-e Vokala-ye Dādgostarī*) ratified in 1400 (2021)** are two fundamental and key pillars in Iran's legal system, each playing an important role in guaranteeing the rights of attorneys and clients. **Article 41** of the Law on Advocacy, ratified in 1315 (1936), clearly addresses the governing duties of the attorney and their obligations to protect the client's rights. This article encompasses principles that require the attorney to observe the client's interests, exchange updated information, and provide sound legal advice. Therefore, the attorney is obliged to exert their utmost effort in performing their duties to protect the client's interests. On the other hand, **Article 76** of the Executive Regulation of the Legal Bill on the Independence of the Bar Association elaborates on the conditions and process for investigating attorney violations and determining possible penalties in the event of a breach of legal standards. This article provides a guarantee for the credibility of the legal profession and the independence of attorneys, and in a sense, constitutes a supervisory framework over attorney performance.

With this description, the combination of these two regulations helps to establish an effective framework for the legal profession and guarantee the rights of clients and attorneys, thereby strengthening the institution of justice in the country. Such legality and ethical standards consolidate a form of trust in the judicial system within society. In this regard, special attention must be paid to the responsibilities that attorneys have toward their clients, and steps must be taken to strengthen the profession and establish high ethical and professional standards.

Chapter Six of the Executive Regulation of the Legal Bill on the Independence of the Bar Association addresses attorney violations and penalties. In this chapter, various instances that may be considered violations are identified, and penalties for each are determined. The purpose of this chapter is to reinforce ethical and professional principles in the legal profession and maintain the credibility of the Bar Association. Penalties may include reprimand, suspension, or revocation of the attorney's license. This chapter is designed to maintain oversight and professional security for attorneys and respect for clients' rights. If an attorney commits a violation, they may face disciplinary prosecution and be sentenced to penalties such as warnings, fines, or even suspension or revocation of their license. The Law on Advocacy specifies the precise rules and procedures for such prosecution and penalties. In the Executive Regulation of the Legal Bill on the Independence of the Bar Association, approved by the Head of the Judiciary on 02/04/1400 (July 4, 2021), **Chapter Six—Obligations and Duties of Attorneys—in Article 76**, has enumerated the observance of the client's interest, as stipulated in **Article 119** of the same law (amended 11/04/1402 [July 2, 2023]), and has announced the disciplinary penalties for attorneys in the following hierarchical order:

1. Written reprimand without entry in the file;
2. Written reprimand with entry in the file;
3. Written reprimand with entry in the file, the Bar Association's journal, and its information portal;
4. Temporary prohibition from practicing law for a period of three months to two years;
5. Demotion of the attorney's professional grade;
6. Revocation of the license and permanent disqualification from practicing law, as applicable.

Compliance with the legal provisions related to the attorney and emphasis on the client's interest guarantee the establishment of justice and fairness in the legal system. When attorneys adhere to the discrimination and observance of principles and laws, on the one hand, the client's psychological security and trust in the attorney increase, and on the other hand, the quality of legal services provided improves. Given the legal provisions, such as **Article 41** of the Law on Advocacy and **Article 76** of the Executive Regulation of the Legal Bill on the Independence of the Bar Association, attorneys are required to observe the client's interest and not to violate their rights. This obligation is important because the attorney acts as the client's legal representative before legal authorities, and any violation or failure to observe professional principles can have irreparable consequences for the client.

Ultimately, observing the client's interest is not only part of the attorney's legal duties but also contributes to strengthening their social and professional standing. Establishing appropriate mechanisms for monitoring attorney performance and providing the necessary training on ethical principles can lead to increased efficiency and improved quality of legal services. These matters enable both parties—attorneys and clients—to fulfill their rights and responsibilities in a healthy and legal environment, thereby promoting justice more effectively in society.

6. Conclusion

The present research was conducted with the aim of examining the importance of the client's best interest in the institution of agency from the perspective of Shia jurisprudence, and it demonstrated that this principle is not only one of the fundamental requirements in the agency contract but is also rooted in the ethical, religious, and legal foundations of Imāmī jurisprudence. The findings indicate that Shia jurists, including Imam Khomeini, Muḥaqqiq al-Ḥillī, Ayatollah Makārim Shīrāzī, and others, consider the client's interest to be an essential pillar of agency and obligate the agent to observe it in all their dispositions. In this view, *maṣlaḥah* is a concept that entails the procurement of benefit and the repulsion of harm for the client, and deviation from it can lead to consequences such as the agent's liability, the non-binding nature of their actions, or their invalidity. This obligation, which is closely intertwined with trustworthiness, can, from the perspective of authentic Shiite traditions, establish the main parameters of trust in agency.

The analyses conducted in this study show that observing the client's interest, beyond being a legal duty, is considered an ethical and religious behavior in Shia jurisprudence that strengthens the institution of agency and plays an important role in the realization of justice and fairness in society. A comparison of the jurisprudential perspectives with statutory laws, such as **Article 667 of the Iranian Civil Code**, indicates a relative alignment between these two domains in the realm of protecting the client's rights; however, Shia jurisprudence, with a more comprehensive approach, also takes into account the spiritual and otherworldly value of this responsibility.

What becomes clear is that jurisprudential opinions, in addition to worldly enforcement guarantees, rely on divine rulings and traditions, compelling the agent to observe ethical principles, and thus elevate the legal profession to a level beyond a mere legal contract. The issue of the client's interest has often been raised sporadically in various jurisprudential chapters, such as sale (*bayʿ*), marriage (*nikāḥ*), and agency (*wikālah*), and the absence of a dedicated chapter on this subject is felt. This limitation can pave the way for future research to further investigate this issue and clarify its unknown aspects.

From a practical perspective, the results of this research indicate that the institutionalization of the observance of the client's interest in the legal system requires more than established laws. Continuous training of attorneys based on jurisprudential and ethical principles is one of the most important suggested solutions. Such training can improve professional performance by increasing lawful activities. Furthermore, the formulation of comprehensive laws and the clarification of statutory provisions in alignment with Shia jurisprudential foundations can strengthen oversight in practice. For instance, specifying precise instances of the client's interest and establishing enforcement guarantees can prevent conflicts in rights. Ultimately, the client's interest not only helps to protect individual rights but can also solidify the position of agency as an important and sacred profession in Islamic society. This principle, by creating a link between jurisprudence and law, provides the groundwork for the realization of social justice and the strengthening of public trust in the legal system. Responsible institutions, including the Bar Association and the legislative authority, can elevate the institution of agency as one of the pillars of justice in society through enhancing training, supervision, and more precise legislation.

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