



Extended Abstract

1- Introduction

The endowment (*waqf*) is one of the good customs which is as old as the history of mankind. It is known in all religions as an institution rooted in moral and human qualities with a significant impact on various social issues. However, it seems the people's tendency to endow their property has faded in the current period. Individuals mostly avoid endowing their property despite the social concern and helping their fellows, due to the limitations in the endowment rulings, including the impossibility of revocating the endowment in times of need. Using the descriptive-analytical method, this article deals with the feasibility of revocating the endowment from the point of view of Islamic denominations. The basic question is, "Can it be stipulated in the endowment contract that in the need situation the endower will revoke the endowment and bring the property back to his ownership?" The schools of Hanafi, Shafi'i, Hanbali and some Imami jurists have issued to invalidate the revocation condition and the endowment contract, while the Maliki school and some other Imami jurists have ruled that the revocation condition and the endowment contract are valid. Some other Imami jurists, based on the validity of the revocation condition, consider the fulfilment of the endowment to be excluded and then the fulfilled contract

would be *lien*. Examining the tendency of jurists of Islamic schools to the nature of endowment studying their reasons and redefining the condition of durability in endowment, this research is going to prove the validity of the revocation condition.

2- Method

Descriptive-analytical

3- Result

By explaining the nature of endowment and a new perspective on the meaning of perpetuity in endowment, it is proved that in many Islamic schools of thought, the revocation condition of endowment does not contradict the nature of the contract.

4- Conclusion

Proving the feasibility of revoking the endowment will result in more effect and efficiency of the endowment in society, based on the jurisprudence of Islamic denominations.

5- Funding

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6- Authors' Contribution

Saeid Zeynoddini, the corresponding author of this article, is PhD candidate of private law.

7- Conflict of Interest

Authors declared no conflict of interest.

8- Acknowledgement

I am sincerely grateful to my faithful wife and I dedicate this article to my dear daughters, Niayesh and Selena.