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The Impact of Covid 19 on the Obligations of Contractors through the Commercial Contract in Saudi Arabia and the Islamic Law Perspective

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Abstract

With the growing COVID cases internationally, there is a need for a greater focus at both academic and government levels on the disease. The existing studies published in peer review journals are not sufficient in developing policies regarding counteracting the impacts on the contractors' obligation as per the commercial contracts in Saudi Arabia. The exploratory study will look into the commercial contracts in detail to find out how the obligations of contractors are affected through legislative restrictions regarding COVID.

Keywords: COVID, Commercial Contracts, Saudi Commercial Laws, Contractors, Obligations

1. Introduction

Coronavirus 2019 (Covid-19) is an emerging health condition that was first detected in Wuhan, China in 2019 (Krishnan et al., 2021). The World Health Organization (WHO) declared the disease as a pandemic on March 11, 2020 (Jin et al., 2020). Researchers found the Covid-19 disease is cyclic or seasonal (Byun et al., 2021). Temperature, humidity, socioeconomic conditions, population density, and latitude account for the variation in COVID cases in different geographical regions (Benedetti et al., 2021; Byun et al., 2021).

Various industries have been critically affected due to the ongoing Coronavirus pandemic. The stock market prices of major for-profit hospitals have been affected after the COVID-19 outbreak (LaPointe, 2020). Mourad et al. (2021) carried out a retro-perspective study investigating the social, political, and demographic factors associated with COVID cases globally. It was found that the social deprivation index (DPI) in counties with increased cases was significantly higher as compared to counties with non-increasing cases. Moreover, the counties with an increasing number of COVID cases were likely to be metropolitan areas with a population between quarters of a million to one million. Most countries with increasing COVID cases also had a slightly higher percentage of black residents as compared to counties with non-increasing cases i.e., 9 percent versus 6 percent. It was concluded by Mourad et al. (2021) that addressing the political and legal framework related issues will play a vital role in the control of the pandemic.

2. Study Objectives

The aim of the literature review is to compile information related to the topic in order to identify patterns and gaps in research work (Rozas & Klein, 2010). The literature review is carried out to not just justify the need for a study but also to identify patterns that can be a basis of further inquiry. The literature review should be carried out continuously to find out the latest trends related to the research topic.

The literature review also helps us to assess if the research topic is 'researchable.' For instance, my topic of interest relates to the devolution of the HR manager's responsibilities to line managers in the clinical setting. I am interested in this topic since I have been associated with the mental health field for over 25 years. I am at the present serving as a Clinical Director at Wellness Recovery Center. The findings of the research will prove invaluable in knowing about the effective staff management practices in the clinical setting. The topic is 'researchable' since a lot of recent publications have critically analyzed the recent phenomena of devolution of HR manager's role to line managers. Through literature review, I can synthesize the information and critically analyze the information related to the topic in the context of my own experience (what works, what seems ineffective, etc). The research topic will help owners and C-level executives in improving the organizational structure that results in the best outcome.

Lastly, literature review should be carried out at different points of the study to find out new trends. We can revise our research methods, questions, and even topic based on the new themes identified by the literature review. This will ensure that our research study is relevant and addresses present issues that require critical evaluation. The literature review serves as the foundation of our research and we need to constantly review literature and revise our research study if required.

Identification of conflict of interest is important to prevent biases (Ariely, 2011). The Americana Research Association's (AERA) (2011) has specified that emphasize that researchers should disclose any conflict of interest in the study. A conflict of interest arises when interests and obligations are influenced by other interests or relationships. Researchers need to disclose any potential or actual conflict of interest that could affect the research study.

3. Research Method

The topic chosen for the study is phenomenological perspectives regarding the contractual obligation in the light of the force majeure event of COVID-19. The research design involves an inductive (specific to general) approach using interviewees to gain an understanding of the issue (Ponterotto, 2005). A researcher can select a research method that best fits a given situation. The pragmatic involves determining what is practical in a given situation to address an issue. The epistemological basis of the paradigm is meeting specific research goals (Morgan, 2007). I view research as assessing reality in a pragmatic manner utilizing the available resources. A researcher needs to be pragmatic and select a method based on geographic, cost, and time constraints.

Qualitative research method is used for studying the topic of contractual obligations of contractors in Saudi Arabia during the COVID-19 pandemic. The research method is based on an inductive research method where we go from specific to general. We gather data and develop theories after discovering patterns in the data after literature review. The method can be contrasted with the quantitative research is based on the deductive method where we go from general to specific. We test a theory using empirical methods and then describe trends and patterns related to the data.

One of the critical issues that can occur during a research study is that of researcher bias. Goldacre (2011) emphasized on the importance of carrying out extensive research to avoid partial theories resulting in bad sciences. Subjective evaluation based on insufficient data leads to incorrect observation. Many times selective observation leads to an incorrect assumption. A researcher needs to look at all the data based on the idiographic research method that involves looking at a topic from different perspectives as described by Babbie (2016). The study addresses the issue of contractual obligations during force majeure events and explores topics by carrying

out extensive research that involves examining various viewpoints. This mode of critical evaluation will lead to improved outcomes in the context of enhanced credibility of the research work. The research method involves critically analyzing the published research to ensure that the conclusion is made on extensive literature analysis regarding the topic. This can help reduce subjectivity bias regarding the research.

The study also uses the triangulation method to ensure objective qualitative analysis of the topic. Patton (1999) had described different sources of triangulation to check the consistency of data. This study involves examining subjects in different settings and different points in time. In addition, Patton (1999) had recommended the analyst triangulation method whereby the same data is interpreted by different observers. Using multiple theoretical perspectives can also serve as a triangulation tool to verify findings and discovering new trends and patterns. The method can help in discovering patterns not possible in studying a topic under only a particular lens. Using extensive literature review examining the viewpoints of both Islamic and western scholars regarding contractual obligations during force majeure events will help in gaining deeper insights regarding the subject matter. It can also help in avoiding issues related to researcher biases that may occur in subjective interpretation of the data.

Objectivity is important regardless of the instrument chosen for research. While the qualitative research is based on subjective evaluation (Thanh & Thanh, 2015), the research study would lose integrity if it isn't based on an objective assessment of relevant information. To ensure objectivity, we should justify each of the research decisions relating to methodology, evaluation, and other aspects of the research through citations. This will help us in developing an objective research study that is not biased in any way. We should select an instrument of another researcher only if it best suits our research objectives.

Abductive observation involves the best explanation or fits for a given situation, according to Babbie (2016). In this context, abductive research is a pragmatic approach whereby a researcher selects an appropriate method or instrument based on special circumstances (Bierley, 2017).

4. Theoretical Assumptions

Every paradigm has its own ontological and epistemological foundation (Scotland, 2012). So, a particular paradigm the assumptions should be relevant to that paradigm. Creswell (2015) recommends that qualitative research should start with the personal experiences of the researcher putting forward the experiences and criticize the prevalent views in the research paper. The theoretical basis of the research article is on critical realism and constructivism.

Critical realism helps us in developing and auguring for social phenomena by revealing the underlying causal mechanism (Danermark et al., 2002). According to Cohen, Manion and Morrison (2009), knowledge is determined by the positional and social power of the advocates of knowledge. In other words, researchers can criticize and advocate for a particular cause. The ontological basis of critical realism is that there is an external reality that can be identified by the researcher. The social reality can be understood by criticizing the underlying interviewee's biases or other issues relating to the gathered research. According to Scotland (2012), researchers make value-laden judgments throughout the research process including in interpretations of the findings. The ontological position of both critical realism and interpretive paradigms is relativism that puts forward the view that reality is subjective and differs from one person to another. There are different realities that are individually constructed and there are as many realities as there are individuals (Scotland, 2012).

5. Rules of Islamic Sharia for Contracts and Modern Man-made Laws in Dealing with Disasters

Commercial contracts in Saudi Arabia are governed by the Contract Law that is based on the Hanbali interpretation of the Sharia Law derived from the Muslims' holy books including Quran and Hadith. In addition, Saudi Arabia is also a signatory of international treaties and abides by the terms such as the Royal Decree 11 regarding the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (Brill,

1994). Commercial contracts in Saudi Arabia are of four main types viz transactional contracts, financing contracts, intermediation contracts, and social welfare contracts (Vogel & Hayes, 1998).

The Islamic contract of Saudi Arabia is grounded on the current obligations rather than future contractual facts that limit the type of contract that the contractual parties can enter into. Islamic contract laws forbid collection of interest and instead allow profit and loss sharing contracts (Kamla & Alsoufi, 2015). The risk of contracts is shared by the contracting parties through a system that can be compared to lease, joint venture, and partnership structure of modern contractual laws. In addition, rules of Islamic sharia do not allow contracts in certain activities including gambling, prostitution, speculation, and alcohol (Fasih, 2012).

Another way Islamic contract law is different than conventional contractual law is that it prohibits contracts regarding businesses that involve high risk and speculation. The principle of good faith applies in Islamic contracts with a focus on transparency (Choi et al., 2018). Good faith as per the contract rules of Sharia includes the comparable modern concepts of ethics, transparency, and respect of rights of the contractual parties. The aim of good faith is broad that encompasses respecting the rights of not just the contractual parties but the society at large.

The concept of 'Aqd,' which literally translates into the tying a knot by two parties, is also an important concept regarding contract rules based on Sharia laws. Saudi Arabian contract law has transformed the sharia law into a statutory law that binds parties to a contract and both Muslims and non-Muslims have to abide by the contractual law. In this context, the law has implanted the sharia law into statutory legal corpus that must be obeyed by all. It is in accordance with the Islamic faith that must be followed by every business and individuals in Saudi Arabia. Islamic contract law is valid (*sahih*) only when it is effective, valid, and enforceable (Islam, 1998). Similar to the modern legal concept of force majeure clause, Islamic contract law allows absolute (*mutlaq*) and relative (*nisbi*) voidance of contractual obligations depending on the choice of the contractual parties. The voidance of contract is rooted in the concept of risk sharing between the contracting parties. A loss is equally shared by the party in the case of a natural disaster such as the COVID pandemic.

5.1. Risk Management in Islamic Contractual Laws vs Modern Laws

Disasters create certain risks that should be understood in the light of sharia law. Risk in terms of sharia law has slightly different connotation as compared to the modern laws. The term risk according to western scholars comprise of perceived exposure and uncertainty towards a loss (Holton, 2019). Odds ratio is the regression coefficient's exponential function (e^{bi}) that is used to measure the association between an exposure and outcome (Szumilas, 2010). The ratio is defined as the likelihood of an outcome in the presence of exposure as compared to without the exposure. It is used to determine whether the exposure is a risk factor and to compare the magnitude of different risk factors of an outcome. Enterprise risk management (ERM) refers to the process of identifying, managing, and preparing for potential disasters (Kenton, 2020). It involves identifying, assessing, and prioritizing risks. The process also involves creating a risk management plan to address the risks to the organization. The risk management process involves the board of directors, management, and personnel who identify and manage the risks as a group. The risk management framework offers value to the organizations as compared to the traditional risk management approaches. In the traditional risk management approach, business unit heads are responsible for managing risks within the respective departments. For instance, the Treasurer is responsible for managing risks within the finance department, Chief Technology Officer (CTO) manages risks within the technology department, Chief Marketing Officer manages risks relating to customer relationship and public relations, and Chief Operating Officer is responsible for managing risk in the production and distribution department. Enterprise risk management aims to manage the risks through a holistic view of the risks. It involves cross-unit collaboration to identify all types of risks faced by an organization. The cross-department collaboration results in getting an overview of the essential risks that result in improved decision making. Effective ERM allows the identification of critical risks for enterprises. It allows prioritization of risks so that management can address the most critical risks. Effective ERM processes go beyond meeting Sarbanes Oxley (SOX) reporting and control requirements. It involves meeting the IEEE/ISO standards for effective risk management. Enterprise risk management should have the characteristics of objectivity, proactivity, and

adaptability. Moreover, risk management is carried out at both the planning and the execution stage to be effective (Shayan, et al., 2019). Lastly, effective ERM consists of aligning the risks management effort with the strategic goals of the organization.

In contrast, risk according to the sharia perspective specifically refers a bad outcome and a different term (*khatr*) is used for exposure to bad outcomes (Noor et al., 2018). Islamic law allows risk management to reduce the risk of losses. In this respect, contractors are allowed to diversify the risk through measures that are acceptable in Islam. The limitation is the *raison d'être* for the introduction of Islamic financial instruments that differs from traditional instruments.

An important thing to understand is that Islamic sharia law is applicable to contracts rather than a single contract (Coulson, 1984). Unlike traditional laws, the sharia contract law doesn't go into the specifics of the obligation of contractor in the wake of a pandemic. It is up to the jurists and learned scholars to make decisions about the contractual obligations based on *ijma*. The term refers to the majority opinion or consensus of Muslim scholars on a point of view and is the secondary source of sharia law in Islam. But there is some disagreement regarding the implementation of *ijma*. The Hanbali school of Islamic thought that is practiced in most Arab regions unlike the Hanafis and Malikis does not allow blind adherence to the consensus of the majority as it can result in abuse (Ali, 2002). Instead of *ijma*, the Hanbali group recommends independent reasoning (*ijtihad*) through studying Quran and Hadith (Esposito, 2003). Imam Hanbal whose teachings are largely followed in Saudi Arabia and indirectly influenced the contractual laws don't accept consensus (*Ijma*) to be religiously binding but accepted the consensus of the first generation of Muslims known as Sahaba (Farooq, 2006). However, the later day Hanbali theologian and reformer Imam Taymiyyah accepted consensus but only of the learned scholars of Islam, which is termed as *Ijtihad* (Farooq, 2006). The later day Hanbali scholars allowed addressing novel problems not discussed in the primary sources of Sharia law – Quran and Hadith – through application of the *Maslaha* concept for the public interest (Horo, 1989). A comprehension of the sources of contractual law in Saudi Arabia is essential to understand the flexibility in addressing the impact of disasters such as COVID-19 on the contractual obligations in Saudi Arabia.

5.2. The Concept of Maslaha and Utilitarianism Explored in the Light of Contractual Obligations during a Force Majeure Event

The concept of *Maslaha* in addressing unaddressed issues regarding contractual obligations among others in Sharia law is similar to the relatively modern ethical concept of utilitarian that promotes the, 'greatest amount of good for the greatest number of people' (Tardi, 2021). In treating contractual obligations due to disasters, jurists in Saudi Arabia consider *Maslaha* when making laws. The contractual obligations are set based on what is good for the public interest. This makes the Saudi Arabian contract laws that are derived from Sharia laws to be extremely flexible contrary to the contemptuous view that sharia-based laws are restrictive or set in stone. The concept prohibits and allows activities based on the necessity during a particular circumstance. Applying the concept of *Maslah* to contractual obligations implies that firms are absolved of their duties during special circumstances such as pandemic or disasters. This methodological concept of sharia focuses on the concept of social welfare in law making. The term *Maslaha* can be identified in terms of the antonym *Mafsadah* that refers to activities that causes harm. Understanding the distinction between the two is important to realize how Islamic jurists implement divine laws relating to contractual obligations in force majeure circumstances.

Ibn Ashur a renowned Tunisian Islamic scholar of the 20th century says in his book *Treatise on Maqasid Al-Shariah* proposed the theory of *Maqasid al-shariah* to address the present and real challenges facing Muslims today (Ashour, 2006). The theory of *maqasid* put forward by Ibn Ashur implies that government can take actions that facilitate a functioning society for the public good or *maslaha*. It implies economic and social justice that improves the welfare of the community and the environment. Shariah forbids actions that has a negative impact on the economy, society, and individuals (IIBI, n.d.). Islamic shariah lawmakers are required to legislate rulings that provide the greatest benefit (*maslaha*) and avoid harm (*mafsadah*) to them (Lokman & Ibrahim, 2017).

New consensus (ijtihad) is needed to define contract laws in the event of COVID-19 during the pandemic. The fiqh doctrines of the Islamic contract laws must be modified to bring them in line with the modern situation. The rulings must be made in view of the maslaha or greater goods of the people and avoiding actions that are harmful or mafsadah. The theory is recommended by many reform minded Islamic scholars that apart from Ibn Ashur include Rashid Rida, Muammad Abduh, and Muhammad Said Ramadan (Saharuddin, 2010). The scholars view that the objectives of shariah are ensuring the wellbeing of the society through appropriate legislation. Still, there is disagreement on the limits of applying the concept of Maslaha through legislative means. The classical jurists belonging to the Al-Shafii school of thought (fiqh) who rejects the concept of maslaha on the ground that it leads to personal opinions (ray) due to which it would exceed the use of human reasoning or qiyas. (Saharuddin, 2010). The viewpoint was accepted by Islamic scholar Al-Ghazali who defined parameters for using the Maslaha-Mafsadah framework to make rulings regarding an activity. He had put forward three conditions for fulfilling the legal parameters that include necessity (darurah), certainty (qatiyyah), and universality (kuliyyah). Looking at the problem of contractual obligations, one can deduce that the shariah law allows annulment or at least delay of meeting the terms of agreements for the contracting parties during force majeure events such as COVID-19 pandemic due to meeting the three elements of necessity, certainty, and universality.

The concept of Maslaha was also accepted by scholar Abu Hanifa who consented it as one of the sources of law in solving legal issues (al-Buti, 2005). The legal concept is used by Hanafi scholars in devising laws that are not present in the primary source of sharia laws. Maliki scholars explicitly accept maslaha as a source of Islamic laws. A Maliki scholar Al-Shatibi has placed importance on the concept of Maslaha for deriving laws that are not contained in the primary sources of law. Hanbalis particular al-Tufi enhanced the concept of maslaha by emplacing that the personalized opinion (ray) as the main factor in determining the interest of the people that were related to man-man relationships i.e. contractual obligations but not ibadat that relate to the obligations of God (Shaharuddin, 2010).

Anglo-American laws related to contracts, torts, restitution and others have a theoretical underpinning of utilitarianism theory (Posner, 1979). The concept of utilitarianism is the most persuasive moral theory that has implications for legal principle and policy making (Bagaric, 2002). This theory is similar to the maslaha concept in that it encourages following a policy that maximize wellness of the public. The theory of justice is evident in western laws seeks to create political and material conditions that secure each individual's goal of a good life in the community (Kelly, 1990). The utilitarianism approach to contract law is in alignment with the wealth maximization theory of justice that is applied to the contract law (Jimenez, 2010). So, it can be concluded that the underlying principles of contract laws in sharia and modern laws are the same. The treatment of contract laws for force majeure can therefore be implied to be similar for the contracting parties. The concepts that are accepted among respective Muslim and western scholars and jurists encourage taking actions that result in benefit of the masses. The understanding of the two laws can help in reconciling the contract enforcement during force majeure events such as COVID-19 pandemic. The sharia law similar to the western law permits delay or annulment of contractual obligations during extraordinary circumstances based on the concept of justice and benefit maximization.

6. Conclusion and Suggestions

The study applied the grounded theory for the understanding of the impact of disasters on contractors in Saudi Arabia based on the sharia contract laws. The impact of the pandemic will indeed be felt for a long time. It has changed the way society functions and operates. Organizations in Saudi Arabia need to adopt new strategies to build resiliency in the face of economic challenges due to the COVID-19 pandemic. They need to remain flexible to the revenue cycle and adjust the cost factors to ensure sustainable operations going forward. Many companies have shifted to work from home and remote services in the wake of COVID restrictions.

Private firms are in urgent need of government regulations to make up for the loss in revenues due to restrictions. The assistance can be in the form of tax relief, liquidity infusions, and rebates on utility services. This is important to ensure that contractors are able to meet the contractual obligations providing critical services to the customers to maintain economic stability. Scholars also say that laws that favor intense competition can

work in favor of achieving ethical goals (Luge, 2019). Regulatory framework that focus on the competition can encourage increased efficiency in public sector (Kifman, 2017; Roediger et al., 2019). Scholars have found that competition can help achieve corporate goals including addressing the unmet medical needs, reducing the cost of treatment, and improving access to medical treatment in Europe (Roediger et al., 2019). For instance, Germany to a large extent has achieved efficiency in public care through introducing legislative changes such as providing freedom to companies to sign selective contractors with health care providers and encouraging competition between hospitals and ambulatory care providers (Kifmann, 2017). Evidenced based reaction is important when it comes to corporate policy making where the aim of the policy makers should be to normalize the operations. Policy makers need to follow ethical guidelines when creating a disaster response (Leider et al., 2017).

A comparative exertion is required with a focus on the well-being of the local population. The public policy makers should compare and implement the best strategy that ensures ethical fairness and equity (Nill et al., 2019). The government should focus on selective shutdown by imposing restrictions in areas that are COVID hotspots and putting a ban on travelling in the affected areas. This policy can be highly effective in ensuring that contractors don't face undue pressures in implementing contract regulations due to the COVID pandemic. Contractual laws should need to take into considerations that revenue streams will need to be more diversified. The coronavirus pandemic has shown the dangers on relying on few high margin activities as a major source of income. Institutions in Saudi Arabia must diversify the revenue stream by serving diverse customer segment. They need to diversify the drivers of the revenue streams instead of relying on a few sources of revenues. This should be supported by a national policy with a focus on balancing economic, medical, and social well-being (Gelter et al., 2020).

The ethics and socio economic factors are important when it comes to policy making. One of the critical issues regarding health care policymaking is ensuring adherence to ethical guidelines. Commercial contracts have a moral imperative that should not be ignored during public policymaking. Social justice is another important factor that should be understood to ensure effective decision-making. Both political and ethical legitimacy is important in creating public policy for commercial contracts. But there is still lingering confusion regarding the approach that should be taken when developing the policies. There is an ethical dilemma regarding whether we should follow the utilitarian concept of benefit of the masses or ensure freedom of choice when creating policies regarding contentious issues such as COVID restrictions. But this again has the ethical issue as whose moral philosophy should be followed when creating public health care policy. The policy at the federal, state, and institutional level affects the outcome of patient services. The ethical policies and social accountability play an important role in policymaking for commercial contracts (Mattei et al., 2018). The interplay of politics and ethics creates complexities in making policies regarding contentious issues. The two factors should be considered when creating legislations. The government should assess the socio-economic impact of polices. Moreover, they should also determine whether the policy meets the ethical guidelines. Ethics is important today more than ever in public policy making. In this regard, ethics attitude, leadership ability, and operational and strategic planning skills are all important for efficient corporate policy making (De-Oliveria, 2017). It is important to ensure consistency between strategy and implementation. Without proper execution, the public policies relating to commercial contracts will fail to result in maximum benefit for the stakeholders.

A national policy can help support the risk management effort (Nia & Kulatunga, 2017). Resistance is inevitable when changes are implemented. Contractors may not follow the procedures and take part in the training program. If the resistance of contractors to COVID restrictions not handled properly, it can create challenges for the public policy makers. To reduce the resistance, the priority should be to get a buy-in from the contractors. The feedback of contractors should be considered when implementing the changes. Any inconvenience to the contractors should be properly addressed. Another recommendation to reduce contractors resistance is to involve the contractors in the decision-making regarding COVID-19 restrictions to reduce risks. They should be encouraged to share their suggestions. A consensus should be reached regarding the implementation of the risk management plan and contingencies measures to curb COVID infections.

7. Further Research

Research indicates a range of social factors that impact residents of a country chief among which is economic stability (ODPHP, n.d.). It needs to be investigated whether social factors impact the contractual obligation in the context of commercial contracts.

A qualitative survey is recommended to assess the importance of the identified factors. A Lickert-scale questionnaire can be developed to find out the relative importance of the identified social determinants. The research study can include questions such as: Do social factors like social relationships impact the contractual obligations? Do income and job security affect self-employed contractors?

The research study can be analyzed by grouping the participants based on cultural and ethnic background. This will help in getting a more accurate analysis of the impact of social determinants on contractual obligations in Saudi Arabia.

The findings of the study will benefit international firms who want to carry out contracts in Saudi Arabia. It will let them understand their contractual obligations in the event of disasters. The results may form the basis of further research to know about the specific impact of pandemic such as COVID-19 on contractor's duties and responsibilities in Saudi Arabia.

References

- Ashour, M.A.I. (2006). Ibn Ashur: Treatise on maqasid Al-shariah. <https://www.amazon.com/Ibn-Ashur-Treatise-Maqasid-Al-Shariah/dp/1565644220>
- al-Buti, M.S.R. (2005). Dawabit al-maslahah fi al-shari'ah al-islamiyyah. Dar al-Fikr. <https://alkitab.com/40275.html>
- Ali, C. (2002). The proposed political, legal, and social reforms in Modernist Islam 1840 – 1940: A Sourcebook. Oxford University Press.
- Babbie, E. (2016). *The practice of social research (14th ed.)*. Cengage Learning.
- Benedetti, F., Pachetti, M., Marinia, B., Ippodrino, R., Gallo, R.C., Massimo, C., & Zella, D. (2020). Inverse correlation between average monthly high temperatures and COVID-19-related death rates in different geographical areas. *Journal of Translational Medicine*, 18, 251. <https://doi.org/10.1186/s12967-020-02418-5>
- Brierley, J.A. (2017). The role of a pragmatist paradigm when adopting mixed methods in behavioural accounting research. *International Journal of Behavioural Accounting and Finance*, 6(2). 140-154. doi: 10.1504/IJBAF.2017.10007499
- Bagaric, M. (2002). A utilitarian argument: Laying the foundation for a coherent system of law. *Otago Law Review*, 10(2). https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2677530
- Brill (1994). Saudi Arabia: Royal Decree No. M/11. *Arab Law Quarterly*, 9(3), 292-293. <https://doi.org/10.1163/157302594X00086>
- Byun, W.S., Heo, S.W., Kim, J.W., Kim, S., Lee, S., Park, H.E., & Baek, J-H. (2021). *Environmental Research*, 196.1109272. <https://doi.org/10.1016/j.envres.2021.110972>
- Choi, S.B., Han, N.H., Muhammad, K., & BAE, J.H. (2018). Towards a better understanding of good faith concept in Islamic contract law. *International Journal of Engineering & Technology*, 7. <https://doi.org/10.14419/ijet.v7i4.28.22588>
- Cision PR Newswire (2020, August 27). Five ways COVID-19 is impacting revenue cycle operations at health systems and hospitals, according to survey. <https://www.prnewswire.com/news-releases/five-ways-covid-19-is-impacting-revenue-cycle-operations-at-health-systems-and-hospitals-according-to-survey-301119531.html>
- Cohen, L., Manion, L., & Morrison, K. (2007). *Research methods in education (6th Edition)*. Routledge.
- Cresswell, J.G. (2015). Doing Qualitative Research? [Video File]. *Sage Research Methods Online*. Retrieved from <https://edge.sagepub.com/creswellqi4e/student-resources/video-john-w-creswell-on-research-methods>
- Danermark, B., Esktrom, M., Jakobson, L., & Karlsson, J.C. (2002). *Explaining Society*. Routledge.
- De-Oliveira, J.F. (2017). The importance of information technology as a strategic resource for hospital management process and the management skills required for managers. *International Journal of Business and Systems Research*, 11(1/2), 182-197. <http://www.inderscience.com/link.php?id=80833>

- Esposito, J. (2003). *The Oxford Dictionary of Islam*. Oxford University Press. pp. 107–108. <https://doi.org/10.1093/acref/9780195125580.001.0001>
- Farooq, M.O. (2006). The Doctrine of Ijma: Is there a consensus? http://lawphilosopher.blogspot.com/2013/11/the-doctrine-of-ijma-is-there-consensus_8068.html
- Fasih, F. (2012). Inclusive growth in India through Islamic banking. *Procedia-Social and Behavioral Sciences*, 37, 97-110. <https://doi.org/10.1016/j.sbspro.2012.03.278>
- Gelter, M., Puaschunder, J.M., & Sharma, S. (2020). COVID-19-Shock: Considerations on Socio-Technological, Legal, Corporate, Economic and Governance Changes and Trends. *Working papers 011jpb, Research Association for Interdisciplinary Studies*. <http://rais.education/wp-content/uploads/2020/08/011JPB.pdf>
- Goldacre, B. (2011, July). Ben Goldacre: Battling Bad Science. Retrieved from https://www.ted.com/talks/ben_goldacre_battling_bad_science?language=en
- Holton, G. A. (2019). Defining Risk. *Financial Analysis Journal*, 60(6), 19-25. <https://doi.org/10.2469/faj.v60.n6.2669>
- Horo, D. (1989). Saudi Arabia: The oldest fundamentalist state. In Dilip Horo, *Holy Wars: The Rise of Islamic Fundamentalism* (pp.120-121). Rutledge: Taylor & Francis. <https://www.routledge.com/Holy-Wars-Routledge-Revivals-The-Rise-of-Islamic-Fundamentalism/Hiro/p/book/9780415835015>
- Institute of Islamic Banking and Insurance (n.d.). Maqasid al Shariah. <https://www.islamic-banking.com/explore/test-your-knowlege>
- Islam, M.W. (1998). Dissolution of contract in Islamic law. *Arab Law Quarterly*, 13, 336-368. <https://heinonline.org/HOL/LandingPage?handle=hein.journals/arablq13&div=30&id=&page=>
- Jimenez, M. (2010). The value of a promise: A utilitarian approach to contract law remedies. *UCLA Law Review*, 56, 59. <http://dx.doi.org/10.2139/ssrn.1093371>
- Jin, Y., Yang, H., Ji, W., Wu, W., Chen, S., Zhang, W., Duan, G. (2020). Virology, epidemiology, pathogenesis, and control of COVID-19. *Viruses*, 12(4), 372. <https://doi.org/10.3390/v12040372>
- Kamla, R. & Alsoufi, R. (2015). Critical Muslim Intellectuals' discourse and the issue of 'Interest'(ribā): Implications for Islamic accounting and banking. *Accounting Forum*, 39(2), 140-154). <https://doi.org/10.1016/j.accfor.2015.02.002>
- Kelly, P.J. (1990). *Utilitarianism and distributive justice: Jeremy Bentham and the civil law*. Oxford University Press.
- Kenton, W. (2020). Enterprise Risk Management (ERM). <https://www.investopedia.com/terms/e/enterprise-risk-management.asp>
- Kifmann, M. (2017). Competition policy for health care provision in Germany. *Health Policy*, 121(2), 119-125. <https://doi.org/10.1016/j.healthpol.2016.11.014>
- Kirshnan, A., Hamilton, J.P., Alqahtani, S.A., & Woreta, T.A. (2021). A narrative review of coronavirus disease 2019 (COVID-19): clinical, epidemiological characteristics, and systemic manifestations. *Internal and Emergency Medicine*, 16, 815-830. <https://doi.org/10.1007/s11739-020-02616-5>
- Klein, W.C. & Rozas, L.W. (2010). The value and purpose of the traditional qualitative literature review. *Journal of Evidence-Based Social Work*, 7(5), 387-399. doi: 10.1080/15433710903344116
- LaPointe, J. (2020). How COVID-19 is impacting the healthcare revenue cycle. Retrieved from <https://revcycleintelligence.com/news/how-covid-19-is-impacting-the-healthcare-revenue-cycle>
- Leider, J.P., Debruin, D., Reynolds, N., Koch, A. & Seaberg, J. (2017). Ethical guidance for disaster response, specifically around crisis standards of care: A systematic review. *American Journal of Public Health, American Public Health Association*, 107(9), 1-9. <https://doi.org/10.2105/AJPH.2017.303882>
- Lokman, A.A.B. & Ibrahim, B.B. (2017). The development of the terminology of al-Hikmah in the history of usul al-fiqh. *International Journal of Academic Research in Business and Social Sciences*, 7(6), 745-760. <http://dx.doi.org/10.6007/IJARBS/v7-i6/3034>
- Morgan, D. (2007). Paradigms lost and pragmatism regained: Methodological implications of combining qualitative and quantitative methods. *Journal of Mixed Method Research*, 1(1), 48-76. doi: 10.1177/2345678906292462
- Mourad, A., Turner, N.A., Baker, A.W., Okeke, N.L., Narayanasamy, S., Rolfe, R., Engemann, J.J., Cox, G.M., & Stout, J.E. (2020). Social disadvantage, politics, and severe acute respiratory syndrome coronavirus 2 Trends: A county-level analysis of United States data. *Clinical Infectious Diseases*, 72(10), e604–e607. <https://doi.org/10.1093/cid/ciaa1374>
- Nia, S. & Kualatunga, U. (2017). Safety and security of hospitals during natural disasters: challenges of disaster managers. *International Journal of Safety and Security Engineering*, 7(2), 234-246. <https://www.witpress.com/elibrary/sse-volumes/7/2/1852>
- Nill, A., Laczniaak, G., & Thistle, P. (2019). The Use of Genetic Testing Information in the Insurance Industry: An Ethical and Societal Analysis of Public Policy Options. *Journal of Business Ethics*, 156(1), 105-121. <https://doi.org/10.1007/s10551-017-3554-y>

- Noor, N.S.M., Ismail, A.G., & Shafiai, M.H.M. (2018). Shariah risk: Its Origin, Definition, and Application in Islamic Finance. *SAGE Open*. <https://doi.org/10.1177/2158244018770237>
- Office of Disease Prevention and Health Promotion. (n.d.). Social Determinants of Health. Retrieved from <https://health.gov/healthypeople/objectives-and-data/social-determinants-health>
- Oliver-Hoy, M. & Allen, D.D. (2006). The Use of Triangulation Methods in Qualitative Educational Research. *Journal of College Science Teaching*, 35(4), 42-47. Retrieved from <https://eric.ed.gov/?id=EJ752577>
- Patton, MQ. (1999). Enhancing the quality and credibility of qualitative analysis. *HSR: Health Services Research*, 34 (5), 1189-1208. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1089059/?tool=pubmed>
- Posner, R.A. (1979). Utilitarianism, economics, and legal theory. *The Journal of Legal Studies*. 8(1), 103-140. <https://doi.org/10.1086/467603>
- Roediger, A., Wilsom, T., Artes, H., Penleton, K., & Azais, B. (2019). Competition between on-patent medicines in Europe. *Health Policy*, 123(7), 652-660. <https://doi.org/10.1016/j.healthpol.2019.05.009>
- Saharuddin, A. (2010). Maslahah-Mafsadah approach in assessing the shari'ah compliance of Islamic banking products. *International Journal of Business and Social Science*, 1(1). 129-136. <http://ijbssnet.com/journals/11.pdf>
- Scotland, J. (2012). Exploring the philosophical underpinnings of research: Relating ontology and epistemology to the methodology and methods of the scientific, interpretive, and critical research paradigms. *English language Teaching*, 5(9), 9-16. <https://doi.org/10.5539/elt.v5n9p9>
- Shayan, S., Kim, K.P., & Tam, V.W.Y. (2019). Critical success factor analysis for effective risk management at the execution stage of a construction project. *International Journal of Construction Management*. <https://doi.org/10.1080/15623599.2019.1624678>
- Szumilas, M. (2010). Explaining the odds ratio. *Journal of the Canadian Academy of Child and Adolescent Psychiatry*, 19(3), 227-229. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2938757/>
- Tardi, C. (2021). Utilitarianism. <https://www.investopedia.com/terms/u/utilitarianism.asp>
- Thanh, N.C. & Thanh, T.T.L. (2017). The interconnection between interpretivist paradigm and qualitative methods in education. *American Journal of Educational Science*, 1(2), 24-27.
- Vogel, F.E. & Hayes, S.L. (1998). *Islamic Law and Finance Religion Risk and Return*. Koninklijke Brill NV (pp. 102–110). <https://brill.com/view/title/17923>