

To date there has been no authoritative legal treatise on the Islamic capital market instrument the sakk (plural sukuk) and certainly none directed specifically to the legal community of the United Kingdom. Given the fact that London is already a centre of some global importance and reach with regard to Islamic finance and the fact that it aspires to become a still more consequential centre -- in fact *the* Western capital of Islamic finance and banking -- this omission at once surprises and calls for redress. It is also surprising since English law very frequently governs Islamic financial contracts and sakk (singular of sukuk) offerings emanating from around the world are listed on the London Stock Exchange and therefore subject to UK and EU statutes, directives, statutory instruments, common law, regulations and regulatory guidelines.

The aim of this book is to fill this surprising lacuna. It aims to do so by providing reliable information and analysis for the practitioner, set out in a fashion that is at once comprehensive and readily comprehensible. The book offers an up-to date, definitive treatment sufficient for a lawyer or other allied professional (for example in consultancy, accounting, investment banking, government treasury and tax) entirely unacquainted with Islamic law, Islamic banking or finance or shari'a compliant instruments and transactions. This book aims to be sufficient for the professional taking instruction from clients who may have a commitment to and some understanding of the relevant principles of Islamic law and perhaps even some experience investing in or arranging a sakk issue. It aims to assist in structuring and documenting ab initio a sakk that minimises the array of risks facing any structured financial instrument, as well as those peculiar to a capital market instrument purporting compliance with Islamic law. Among the latter category of risk is that of breaching Islamic law itself. Whilst this book does not seek to produce Islamic legal scholars (although it would not be an unwelcome result should a reader seek to know more and delve further into Islamic law and legal system, which is one of the world's oldest and most fully elaborated), the transactional lawyer and litigator can be more effective and work more efficiently equipped even with a modicum of knowledge about Islamic law and a fortiori can do more still with a solid understanding of the core principles of Islamic commercial law and the sakk-specific knowledge conveyed in Book Two. As Part I aims to show these principles are not (as is sometimes thought) mysterious or obscure. Wherever warranted Part I draws parallels between English law and Islamic law and their respective doctrine and principles to reveal commonalities both in terms of substance and legal or intellectual culture which is itself arguably the stuff of law.

As Part II acknowledges professionals trained thoroughly in Islamic jurisprudence (fiqh) and in the relevant languages (principally Arabic) known as fuqahā' not English lawyers make the ultimate determinations about whether a given Islamic banking and finance (IFB) transaction is known to and permitted by Islamic law (halāl) or whether it is not (harām). It is on the strength of these legal opinions (fatwa', plural fatāwa) that the parties contract. As it happens in practise shari'a scholars or Shari'a Boards as they are termed by the contemporary industry and by Islamic financial institutions (IFIs) do not conceive, structure, draft or document these Islamic financial transactions but ratify (or refuse to ratify) them after all of the planning and drafting has been done. The willingness of this busy assemblage of scholars (who are not large in number even taken in their global totality -- in proportion to the occasions upon which their expertise is required) to take the time to micro-manage or re-draft is strictly limited. Therefore much time can be lost and considerable expense or pecuniary loss incurred if the fundamentals of a transaction and the documentation setting these out does not pass muster at first attempt. The prominence and importance then of the English lawyer tasked with the actual hard work of planning and structuring these transactions comes readily into relief.

The investigation and explication (set out in Book Two) of the life cycle of a successful sakk from first inception, (the need for financing for a project, for trade, or for other special investment or entrepreneurial enterprise), to issuance and closing reveal both the opportunity available to and the responsibility incumbent upon the English legal community following the signal event of the UK sovereign sakk -- completed with considerable notoriety as well as novelty (in the west particularly) in the year 2014. As this author contended in the run up to the debut UK issuance, the importance and value of a sovereign sakk whether in the UK or in other influential jurisdictions and in global markets does not reduce to the quantity of assets but must take account of the signalling effect directed at and (evidently) legible to corporates gaining thereby sufficient confidence in sukuk to finance their own operations by means of them. In addition to the upward trend in the sakk market whether from UK companies or listed on the LSE or (and of equal interest to the English legal community) whether from foreign companies or whether unlisted or listed in other jurisdictions but being governed by English contract law and adjudicated by the English courts, the generation of work and opportunity is accelerating apace. And those with a command of Islamic legal principles and their nexus with English law, and with the skill and confidence to expertly structure transactions and draft the documentation giving precision and specificity to its terms will have the comparative advantage in competing successfully for that work, and attracting more of it: whether to their firms, companies or to

themselves in an individual capacity. And by means of competition and innovation the objective of rendering the City of London as a global financial capital for deals compliant with Islamic law is advanced.