

Principle Of Business 2

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Invalid and improper transactions

1. A transaction which is not considered in the *Shari'ah*, which is regarded as useless, and regarding which one will say that it is as if the person did not even purchase the item and the seller did not even sell it, is referred to as *bāṭil* or invalid. The rule with regard to such a transaction is that the person who purchased the item does not become its owner and that it is still considered to be under the ownership of the seller. Therefore, it is not permissible for the buyer to consume it or to give it to anyone. It is not permissible for him to utilise it in any way.

As for the transaction which has taken place but some sort of shortcoming is found in it, is referred to as *fāsid* or improper. The rule with regard to such a transaction is that as long as the item does not come into the possession of the buyer, ownership of that item will not be transferred to him. Once he takes possession of it, it will come under his ownership but it is not *halāl* and *ṭayyib*. Therefore, it is not permissible for him to consume it or utilise it in any way. Instead, it is *wājib* to cancel or annul this transaction. If the person wishes to keep it, he must recommence the transaction and then purchase it. If the person did not cancel this transaction and instead, sold the item to someone else, he will be committing a sin. However, it will be permissible for the second buyer to consume it or utilise it in any way and this second transaction will be valid. If the person sold it at a profit, it will be *wājib* on him to give the profits in charity. It is not permissible for him to use it for his personal purposes.

2. The custom of selling the fish that is in the lakes or pools of landlords is a *bāṭil* transaction. All the fish that are in these lakes and pools do not belong to anyone as long as they are not caught and fished out. The person who catches the fish becomes its owner. Once you have understood this aspect, now try and understand the following : if the landlords do not even own those fish, how can it be permissible for them to sell them? Obviously, if the landlord catches the fish himself and then sells it,

this will be permissible. If he asks someone else to catch the fish, that person will become its owner. The landlord has no right over the fish which has been caught by that person. In the same way, it is also not permissible for him to prevent people from fishing there.

3. Grass began growing on its own on a person's land. He did not plant it nor did he irrigate it. This grass does not belong to anyone. Anyone can come and cut it and take it away. It is not permissible for the owner of the land to sell it nor is it permissible for him to stop anyone from cutting it. However, if the person irrigated it and put some work into it, it will come under his ownership. Now it will be permissible for him to sell it and to stop others from cutting it as well.

4. The young of an animal that is still in the stomach of the mother cannot be sold before it is born. Such a transaction is *bâtil*. However, it is permissible to sell the entire animal. But if the owner says : "I am selling this goat to you but the kid that is in its stomach belongs to me. Once it gives birth to that kid, you will have to give it to me", then such a transaction is *fâsid*.

5. The milk that is still in the udders of an animal cannot be sold before it can be milked. Such a transaction is *bâtil*. The owner will have to milk the cow first and then sell the milk. Similarly, it is prohibited and *bâtil* to sell the wool that is on a sheep before it can be sheared.

6. It is not permissible to sell the timber, wood, etc. that is part of the house or roof before removing or digging these items out.

7. It is not permissible to sell the hair, bones, etc. of humans. Such a transaction is *bâtil*. It is also not permissible to utilise these things for one's personal purposes.

8. Apart from pigs, the bones, hair and horns of dead animals are pure. It is permissible to use them and to sell them as well.

9. You purchased a goat or any other item for R5 from someone, took possession of it, took it home and had it tied. However, you did not pay for it as yet. Coincidentally, you are unable to pay for it or you decided not to keep it any longer. You therefore went to the person and said : "Take this goat back for R4 and I will give you R1 separately." This selling and this taking away will not be permissible. As long as the person does not give him the full amount in cash, it will not be permissible to sell it to him for a lesser price.

10. A person sold his house on the condition that he will not hand it over immediately. Instead, he will stay in it for one month. Alternatively, he sold it on the condition that the buyer gives him a certain amount of money as a loan. Or a person purchased fabric on the condition that the person who is selling it must cut and sew it. Or he made the condition that he will purchase it on condition that it is delivered to his house. Or he made any other similar condition which is regarded as baseless and prohibited in the *Sharî'ah*. In all these cases, the transaction will be *fâsid*.

11. A person purchased a cow on condition that it gives four litres of milk. This transaction is *fâsid*. However, if he did not specify any amount but merely made the condition that this cow gives a lot of milk, the transaction will be permissible.

12. A person purchased animate toys (such as dolls) for his children. This transaction is *bâtil*. Such toys have no value in the *Sharî'ah*. Therefore, no price will be paid for them and if someone happens to break them, he will not have to pay any compensation.

13. If you purchased dry groceries, oil, ghee, etc. for a certain amount per kilogram, the seller could have given you these items in any of the following three ways :

(a) He weighed these items in your presence or in the presence of the person whom you sent.

(b) He did not weigh them. Instead, he asked you to go home and told you that he will send the items to you.

(c) The items were already weighed and kept aside and when you asked for them, he merely picked them up and gave them to you without re-weighing them.

The rule with regard to (a) is that once you bring the items home, you do not have to weigh them. You can eat them, drink them, use them, sell them, and do whatever else you like without having to re-weigh them. All this is permissible and valid.

The rule with regard to (b) and (c) is that as long as you do not weigh them yourself, you cannot consume them, you cannot sell them nor can you use them in any way. If you sell them without weighing them, the transaction will be *fâsid*. Even if you weigh them after this, the transaction will not be proper.

14. Before he could sell you these items, he weighed them and showed them to you. Thereafter, you purchased them but he did not re-weigh them. In such a case, it is necessary for you (the buyer) to re-weigh them. You cannot consume them or sell them without re-weighing them. Although he weighed them and showed them to you before you could buy them, this weighing of his will not be considered.

15. All items apart from land, properties, houses, etc. cannot be resold as long as the buyer does not take possession of them after buying them.

16. A person purchased a goat or any other item. After a few days another person comes and says that the goat actually belongs to him. Someone had taken it away and sold it to you without it belonging to him. If this person can substantiate his claim with two witnesses in the presence of a *Shar'i* judge, the goat will have to be given to him once the judge passes judgement in his favour. This person (who had purchased the goat) cannot claim the money from him. Instead, he can claim the money from the person from whom he had purchased the goat.

17. A fowl, goat or cow died. It is *harâm* to sell that animal. Such a transaction is *bâtil*. In fact, it is not even permissible to give this dead animal to the toilet-cleaners and tanners for their consumption. However, if you give it to the toilet-cleaner or tanner for throwing away and he picks it up and eats it, there will be no blame on you. It is permissible for you to have the animal skinned, its skin treated and tanned and thereafter to sell it or use it for your personal purposes.

18. Once a person decides to purchase an item, has it weighed, agrees on a price and the seller also agrees to sell it at a particular price, it will not be permissible for someone else to come and bid a higher price and take it away. Similarly, it is not permissible for another person to say : "Don't buy from him. I will give it to you at a better price."

19. A hawker sold four guavas to you for R1. Another person bargained with him and got five guavas for R1. On seeing this, you have no right to ask him for one more guava. It is not permissible and *harâm* to take it forcefully. You can only take what you had agreed upon with him.

20. A person is selling something but he does not want to sell it to you. It is not permissible to take the item forcefully and give him the money. This is because he is the owner of that item, he can sell it if he wishes. If not, he does not have to sell it. He also has the right to sell it to whomsoever he wishes. Very often, the police take things forcefully. This is absolutely *harâm*. If any woman's husband is a policeman and he brings any item home, she must find out properly as to where he obtained it from. She must not use that item without asking him.

21. A person bought a kilo of potatoes. Thereafter, he took a few more potatoes forcefully. This is not permissible. But if the seller gives a few more on his own will, it will be permissible to accept them. Similarly, once a price has been agreed upon and the person takes the item, it will not be permissible to give an amount less than the price that was agreed upon. If the seller happily reduces the price on his own, it will be permissible.

22. If there is a bee-hive in a person's house, he will be regarded as its owner. It is not permissible for anyone else to break it or take it away without his permission. If a bird gives birth to some chicks in a person's house, he does not become the owner of those birds. Instead, whoever catches them will become their owner. However, it is not permissible to catch the chicks and trouble them.

Selling at a profit or at cost

1. I purchased an item for R1. I have the right to sell this item for R1, R10, R20, R50 or at any other price. There is no sin in this. However, if the transaction was settled in a way that the buyer says : "Make a profit of 10c on the item and sell it to me", and you say : "Okay, I will sell it to you after making a profit of 10c on it", then in such a case it is not permissible for you to make a profit of more than 10c on that item. Alternatively, the buyer says : "For whatever price you purchased it, add 40c profit to it and sell it to me." Even in such a case, it will be *wajib* on you to quote the correct price and it will be *harâm* to make more than 40c profit. Similarly, if you tell the buyer : "I will sell this to you at cost and I won't make any profit from you", it will not be permissible to make any profit. It will be *wajib* to quote the cost price.

2. You intend purchasing an item and you ask the seller to sell it to you at a profit of 10c. He replies : "Okay, I sell it to you at a profit of 10c." Alternatively, you say :

"Sell it to me at your cost price." He replies : "Okay, give me that amount and don't give me any profit." However, in both cases, he did not tell you the cost price of the item as yet. In such a case, if he quotes you his cost price before getting up from his place, the transaction will be valid. But if he does not quote you the price at that place, and says : "Take the item now, I will check the price and inform you" or says something else, then in such a case the transaction will be *fâsid*.

3. After taking the item, the buyer learns that the person hadn't quoted the correct cost price and had made a profit more than what he had promised. In such a case the buyer does not have the right to give a lesser amount. If he wishes to purchase the item, he will have to pay the price that was quoted to him. However, he does have the right to return the item if he does not wish to purchase it. If the seller had agreed to sell the item at cost and had promised that he will not make any profit and thereafter quoted an amount that is more than his cost price, then he does not have the right to take more than the cost price. The buyer has the right to pay the cost price and not pay the additional amount that he had quoted.

4. You purchased an item on credit. As long as you do not inform other buyers that you have purchased it on credit, it will **not** be permissible for you to sell it at a profit or at cost (if mention of the cost price is made at the time of sale). Instead, you should inform them that you purchased the item on credit. In so doing, it will be permissible for you to sell it at cost or at a profit. However, if you do not make any mention of your cost prices, it will be permissible for you to sell it at whatever price you wish.

5. You purchased a cloth for R100. Thereafter, you had it dyed at a cost of R4. Alternatively, you had it washed or sewn for R4. It will now be understood that you acquired it for R104. It will now be permissible for you to mention its cost price as being R104 and thereafter to make your profit on this amount. However, you should not say that you purchased it for R104. Instead, you should say that it landed you at R104 so that it is not regarded as a lie.

6. You purchased a goat for R100. You kept it with you for one month and it cost you R10 to feed it in this one month. It will be permissible for you to quote the cost price as being R110, and sell it at a profit accordingly. However, if this goat produces milk, you will have to subtract that amount accordingly as well, e.g. if it cost you R10 to feed this goat and it produced milk to the value of R5, you will have to subtract this amount from the R10 and say that this goat landed you at R105.

There are many other *masâ'il* in this regard but since women do not encounter them very frequently, we have not mentioned them. (Bearing in mind that Bahishti Zewar was originally written for women).

Transactions based on *Ribâ* or Interest

There is a very major sin in conducting transactions which are based on *ribâ* or interest. The Quran and Hadith have mentioned many harms and evils in this regard and have greatly emphasized abstention from such transactions. Rasûlullâh *sallallâhu 'alayhi wa sallam* cursed the payer of interest, the receiver of interest, the person who acts as a proxy for such a transaction, the person who writes it down and the person who witnesses such a transaction. Rasûlullâh *sallallâhu 'alayhi wa sallam* also added that the payer and receiver of interest are both equal in this crime. It is

therefore necessary to be extremely cautious in abstaining from such transactions. The *masâ'il* in this regard are very intricate. On trivial transactions one can be regarded as committing the sin of involving himself in interest. Many people do not even realize that they have committed a sin. We will explain the necessary *masâ'il* in this regard. When conducting any transaction, always bear these *masâ'il* in mind.

Note : According to the norm in India and Pakistan, all things can be divided into four categories :

- (1) Gold and silver, and items that are made from them.
- (2) Items other than gold and silver that are sold by weight, such as dry groceries, crops, steel, copper, wool, vegetables, etc.
- (3) Items that are sold by measurement, such as fabrics.
- (4) Items that are sold by counting, such as eggs, mangoes, guavas, oranges, goats, cattle, horses, etc.

Try and understand the rules of all the above individually.

Gold and Silver

1. There are several ways of purchasing gold and silver. One is that gold could be purchased in exchange for gold or silver in exchange for silver, e.g. a person purchases gold with a gold coin which he has in his possession or silver with a silver coin which he has in his possession. In other words, the item that is being purchased is of the same category as that with which it is being purchased. In such a case, two factors are *wajib* : (i) the gold or the silver on both sides will have to be equal, (ii) the transaction must be complete before the buyer and the seller can separate, there must be no outstanding amount. If they conduct this transaction contrary to any of these two factors, it will be interest. For example, if you purchase silver with a R1 coin (which is made of silver), you will have to purchase the silver that is equal in weight as that of the R1 coin. If it is more or less than the R1 coin, it will be interest. Similarly, if you hand over the R1 coin and he does not give you the silver immediately, instead he promises to give it to you after a short while and goes away or, you do not hand over the R1 coin to him and instead you take the silver on credit, then this will also be interest.

2. The second method is that the same category is not found on both sides. Instead, one person has gold while the other has silver. The rule in this regard is that it is not necessary for them to be equal in weight. It is permissible to purchase as much gold as possible with a R1 coin. Similarly, it is permissible to purchase as much silver as possible with a gold coin. However, this transaction will have to be completed before the two can separate. In this case it is also *wajib* to abstain from any credit, as mentioned in the previous *mas'ala*.

3. The market value of silver has risen sharply. In other words, a R1 coin is selling for R1,20 and no one is giving it for R1. Alternatively, a piece of silver jewellery has been exquisitely designed and its weight is equal to 10 R1 coins of silver. However, one cannot purchase it for less than the weight of 12 R1 coins of silver. In order to

save yourself from interest, an alternative method is that you should not purchase it with silver coins. Instead, purchase it with money (notes) or normal ordinary coins. However, you should not purchase the R1 coin with R1,20. If you do so, it will be interest. Similarly, if you wish to purchase R8 worth of silver for R9, pay the person with R7 worth of silver and R2 in cash. In so doing, you will be purchasing R7 worth of silver with R7 worth of silver, and the balance of the silver will actually be paid for with your R2. In short, if you wish to purchase silver with silver always tender less silver than what is actually being purchased and the remainder should be paid in cash (notes or coins).

4. If both the buyer and seller agree, then an easy method will be to add some money on that side where the silver is less in weight.

5. An easier method is that each of them should keep whatever silver he wishes to keep, and the other should keep whatever silver coins he wishes to keep. However, each one should also add some money to his silver or silver coins. He should then say : "I am buying this silver and this money in exchange for these silver coins and this money." In so doing, they will save themselves from all technicalities.

6. If the price of silver has dropped and one is able to purchase R1.50 worth of silver for R1 (made of silver) and one feels that if he has to purchase R1.50 worth of silver for R1, he will suffer a loss, then the method of avoiding this and also avoiding any interest is that he should include some money (not made of silver) in the price of the silver irrespective of how little it may be, e.g. he purchased R15 worth of silver for R10. In this way, it would be understood that the silver worth R9 was in exchange of the nine silver coins of R1 each whilst the cash (i.e. other coins not made of silver) of R1 was in exchange of the remainder.

7. A person wishes to purchase high quality silver in exchange for his inferior quality silver and is unable to acquire an amount of high quality silver which is equal in weight to his inferior quality silver. In such a case, he should first sell his inferior quality silver for whatever price he may be able to get. Thereafter, he should purchase the high quality silver with the money that he receives. In buying and selling, the rules that have been mentioned above should also be borne in mind. Alternatively, both the buyer and seller could include some money in both the silver and thereafter undertake the transaction.

8. Most women purchase silver laces, brocades, tassels, etc. from the bazaars. They should also bear the above *masâ'il* in mind because this is also silver and silver coins are being paid in exchange for these silver items. Even in this case, an easy method will be to include some money on either side and then undertake the transaction.

9. If a person purchases an item which is made of gold or silver and it is such that it is entirely made of gold or entirely made of silver and it does not contain anything else, then the same rule will apply. That is, if a gold item is being purchased with silver or silver coins, or a silver item is being purchased with gold coins, it will be permissible to purchase that item irrespective of the difference in weight. The only factor that they have to worry about is that the transaction must be completed there and then. None of the parties must have any outstanding amount. But if a silver item is being purchased with silver coins or a gold item is being purchased with gold coins, it will be *wâjib* for them to be equal in weight. If there is any shortfall or extra on either side, the item should be purchased through the above-mentioned methods.

10. The item is such that it has some other metal or stone in addition to the silver. For example, an armlet has been filled with sealing-wax, a stone has been set onto a nose-ring, a stone has been set into a ring, or an armlet has not been filled with sealing-wax but instead it has been beaded with strands of wire (and beads). If these items have been purchased with silver coins, then check the amount of silver they contain. Is the silver in the item which you have purchased equal in weight as that of the silver coins, is it more or is it less? If the silver in the item is definitely less than the weight of your silver coins, this transaction is permissible. If it is equal or more, the transaction will be regarded as interest. In order to save yourself from this interest, the above-mentioned methods should be employed. That is, the silver coins with which you will be paying should be less in value than the silver that the item contains and include some cash in order to fill in the balance. The condition or prerequisite of the entire transaction being carried out at one time (i.e. without any credit on either side) has also to be adhered to in all these *masâ'il*.

11. You have taken someone else's ring in exchange for your ring. Check if both have any stone or gem. If both the rings have a stone or gem, this exchange is permissible irrespective of whether the amount of silver in both the rings is equal, less or more. However, it is necessary that this exchange takes place in one sitting.

If both the rings are plain, i.e. without any stone, then the condition is that the silver will have to be equal. Even if there is a slight difference, it will be regarded as interest.

If one of the rings are plain and the other has a stone, it will be permissible to exchange one for the other only if the plain ring has more silver than the ring which has a stone. If it is not so, it will be *ḥarām* to exchange and it will be regarded as interest.

Similarly, if this transaction and exchange does not take place at once; i.e. one of them hands over his ring immediately while the other says that he will give it at a later stage, then this will also be regarded as interest.

12. In all those *masâ'il* where we said that it is a condition or a prerequisite for the transaction to be executed in one sitting or at one time - this means that the transaction must be completed before the two can separate. If one of them separates or moves away before the transaction can be completed, it will not be considered and this will also be regarded as interest. For example, you purchase some gold, silver, or a gold and silver item from the jeweller in exchange for R10 worth of silver. In such a case, you should hand over the silver coins there and then. In the same way, the jeweller should hand over the item to you there and then. If the jeweller does not have the silver with him and says that he will go home just now and send the silver item to you, this will not be permissible. Instead, he should send someone to bring it for him. At the same time, you should not move from that place until the silver item is brought nor should you allow the jeweller to move away from there. If the jeweller asks you to go home with him and that he will give it to you over there, you should follow him closely and try to be with him all the time. If he disappears into the house or disappears somewhere else, it will be a sin and the transaction will not be permissible. You will have to renew the entire transaction.

13. After purchasing the item, you went home to bring the silver coins, or the jeweller went to relieve himself or went into the back of his shop for some work. In

so doing the two of you were separated from each other. This is not permissible and the transaction will be regarded as interest.

14. If you do not have the silver coins with you at that time and you wish to purchase the item on credit, then the method of purchasing the item is that whatever amount you have to pay for the item, borrow that amount from the person as a loan. Once you have taken that amount, pay for the item that you wish to purchase, and the responsibility to re-pay the loan will remain on your shoulders. You can re-pay this loan whenever you wish.

15. You purchased a head-covering or hat which has been embroidered with silver at a price of R10 worth of silver. In such a case, try to estimate the amount of silver that will come out from that head-covering. After estimating the amount of silver, it will be *wajib* on you to pay an equivalent amount from your silver coins immediately. The balance of the price could be paid whenever you wish. The same rule will apply to pre-set jewellery. For example, you purchased jewellery to the value of R50 in silver while it has R20 worth of silver in it. In such a case, you will have to pay the R20 immediately, and the balance could be paid whenever you wish.

16. You purchased cash money in exchange for silver coins. The rule in this regard is that it is not necessary for the transaction to be executed immediately. Instead, it will be sufficient if it is fulfilled by one of the parties. For example, you gave the silver immediately while he gave the cash money after some time. Alternatively, he gave you the cash money immediately, while you gave him the silver after separating from him. This is permissible. However, if you take small change (coins in small denominations) together with the cash money, this small change will have to be given there and then.

However, it should be borne in mind that this rule with regard to cash will only be applicable when the shop-keeper has the cash money in his possession but is unable to hand it over immediately due to some reason, or because it is still at home and he will bring it for you from there. But if he did not have the money in his possession and said that he will give it to you after selling some of his goods or, he gave you a part of the money now and said that when he makes a sale and receives some money you must come and take the balance of what he owes you; this will not be permissible. Since most of these debts take place on account of an absence of money, it is therefore preferable not to leave any money on credit. If it becomes necessary to undertake such a transaction, take whatever money the person has as a loan and let him keep the silver as an *amânah*. Once he gives you all the money undertake the transaction.

17. If a person gives gold coins in exchange for silver coins, it is *wâjib* for both of them to be present and for the transaction to be carried out in the presence of the buyer and seller.

18. A person purchased a gold or silver item with gold or silver coins and made the condition that he has the right to keep the item or return it within one day or three days. This is not permissible. One should not make conditions of this nature in such transactions.

Items sold by weight

1. We will now explain the rules with regard to items sold by weight, such as dry groceries, meat, steel, copper, vegetables, salt, etc. If a person wishes to exchange or purchase any of the above-mentioned items (or items that fall under this category) in exchange for the same item, e.g. he wishes to exchange wheat in return for wheat, rice in exchange for rice, flour in exchange for flour or any other similar item which is the same, then the rule in this regard is that it is *wājib* to take the following two factors into consideration : (i) the weight of the item will have to be equal on both sides. Even the slightest difference in weight will not be permitted. If not, it will be regarded as interest. (ii) If the two parties do not take possession of the respective items, the minimum requirement is that the wheat of both should be kept separately. You should take your wheat, weigh it, keep it separately and tell him that this wheat is kept over here, he can take it whenever he wishes. In the same way, he should also weigh his wheat, keep it separately and tell you that this wheat is kept over here and that you can take it whenever you wish. If they do not do this and separate from each other (or go away), they will be committing the sin of interest.

2. A person wishes to give his inferior quality wheat in exchange for wheat that is of a high quality, or inferior quality flour in exchange for flour that is of a high quality. When engaging in exchanges of this nature, it is obvious that no one would give an equal amount. In order to save oneself from interest, one should sell this inferior quality wheat or flour in exchange for money. For example, by selling a certain amount of flour for R2. Thereafter, he should purchase the high quality flour (or wheat) with the R2 that he received. This is permissible.

3. If an item is being exchanged for another item, e.g. a person gives some wheat and takes rice, barley, gram, corn, salt, meat, vegetables, etc., then in such a case it is not *wājib* for the weight of both the items to be exactly the same. He can give a kilo of wheat in exchange for 10 kilos of rice or any other item. He could also give a kilo of wheat in exchange for a fraction of a kilo of any other item.

However, the second factor is *wājib* here as well. That is, the transaction must be executed in the presence of both the persons. Alternatively, the minimum is that the items of both the persons must be kept separately. If they do not do this, they will be committing the sin of interest.

4. A woman purchased vegetables from the hawker in exchange for a kilo of gram. She then separated herself from there and went into the house to bring some wheat. This is *ḥarām* and not permissible. She will have to recommence the entire transaction.

5. Items which are sold by weight were purchased with silver coins, money, clothes, or any other item which is not sold by weight but sold by measurement or by counting. For example, the person gave a metre of material and took some wheat or similar item (which is sold in weight) in exchange. Alternatively, he gave some wheat or gram and took some guavas, oranges, pears, eggs, or any other item that is sold by counting. In short, on one side we have an item that is sold by weight, and the other side we have an item that is sold by counting or measuring. In such a case, none of the two factors which we had mentioned will be *wājib*. For R1, a person can purchase as much wheat, flour, or vegetables as he wishes. Similarly, he can give some clothes and take as much dry groceries as he wishes. By giving some wheat, gram, etc. he can take as much guavas, oranges, etc. as he wishes. All this is possible irrespective of whether the entire transaction is executed in one sitting or

whether it is completed after them separating. In all cases this transaction will be correct.

6. On one side there is sifted flour while on the other side there is un-sifted flour. Alternatively, on one side there is course flour while on the other side there is fine flour. When exchanging such flour, it will be *wājib* for them to be equal in weight. It is not permissible to have any difference in the weight. If it becomes necessary to exchange it in this way, the above-mentioned methods should be adopted.

If on one side you have wheat flour and on the other side you have gram flour or rice flour, then in such a case it will not be *wājib* to have an equal weight of both. However, the second factor, i.e. that the transaction must be executed in one sitting, is *wājib*.

7. In no way is it permissible to exchange wheat for flour. This is irrespective of whether you give a kilo of wheat in exchange for a kilo of flour, or whether there is any difference in their weight. In all cases it is not permissible. However, if the person gives some wheat and does not take any wheat flour, instead he takes the flour of some other item such a gram flour, it will be permissible to do so. However, the transaction will have to be executed there and then.

8. A person gave mustard seeds and took mustard oil in return or he gave sesame seeds in exchange for sesame oil. In such a case you should check whether this oil is definitely more than the oil that can be extracted from these mustard or sesame seeds or not. If this oil is more, it will be permissible to undertake such a transaction provided it is executed there and then. If it is equal to or less, or you have a doubt as to whether it is more or not, it will not be permissible. Instead it will be regarded as interest.

9. A person gave beef in exchange for mutton. It is not *wājib* for the weight of both to be the same. There can be a difference in the weight. However, the transaction will have to be executed there and then.

10. A woman gave her water pitcher and took another one in exchange. Alternatively, she exchanged her water pitcher for a small pot or pan. In such a case it is a condition for both the items to be equal in weight and for the transaction to be executed there and then. If there is a slight difference in the weight, it will be interest. This is because both the items are made of copper and they will therefore be regarded as being of the same category. If they are equal in weight but the transaction was not executed there and then, it will also be interest. However, if one item is made of copper and the other of steel, brass or any other metal, it will be permissible to have some difference in weight. However, the transaction will have to be executed there and then.

11. A woman purchases a kilo of wheat on credit from a person and says : "I don't have any wheat. However, in compensation for your wheat I will give you two kilos of gram." This is not permissible because it means that the woman is exchanging her gram for wheat and at the time of exchanging it is necessary to have the entire transaction to be executed there and then. There must be no credit remaining. However, if the need arises to carry out such a transaction, she should take the wheat on credit but she should not mention that she will give two kilos of gram in exchange for it. Instead, after some time she should bring the gram and inform the

person thus : "I am giving you this gram in exchange for the wheat that I had taken from you." This is permissible.

12. In all the above-mentioned *masâ'il* it is a prerequisite for the entire transaction to be executed there and then. If this is not done, then the minimum is that both the items should be weighed there and then and kept separately. If this is not done, the transaction will be regarded as interest.

Items sold by measurement or counting

1. The following rules apply to items that are not sold by weight, but sold either by measurement or counting. If a particular type of item is exchanged for the same type of item, e.g. guavas are exchanged for guavas, or oranges are exchanged for oranges, or a fabric is exchanged for similar fabric, then in all these cases it is not a prerequisite for both the items to be equal. It is permissible to have some difference. However, it is *wâjib* for the transaction to be executed there and then.

If the item that is being exchanged is different from the other item, e.g. guavas are exchanged for oranges, wheat is exchanged for guavas or a fine fabric is exchanged for a coarse fabric, this will be permissible under all circumstances. It is not *wâjib* for both the items to be equal nor is it *wâjib* to execute the transaction there and then (i.e. it is permissible to take, for example, the guavas now and give the oranges later on).

Additional points

1. The essence of this entire explanation is that apart from gold and silver, if the same item is on either side and it is sold by weight, e.g. wheat in exchange for wheat or gram in exchange for gram, then it is *wâjib* for them to be equal in weight and it is also *wâjib* for the entire transaction to be executed there and then.

If the same item is found on either side but it is not sold by weight, e.g. guavas in exchange for guavas, oranges in exchange for oranges or fabric in exchange for a similar fabric or, there are different items on either side but both are sold by weight, e.g. wheat in exchange for gram or gram in exchange for rice, then in both these cases it is not *wâjib* for them to be equal in weight. A difference in weight is permitted. However, it is *wâjib* to execute the entire transaction there and then.

Where both these factors are not found, i.e. the items are different on either side and both of them are not sold by weight, then in such a case a difference is permitted and it is also not *wâjib* to execute the entire transaction there and then. For example, exchanging guavas for oranges. Understand these *masâ'il* well.

2. A utensil made of china was exchanged for another such utensil of a different quality. Alternatively, a utensil made of china was exchanged for an enamelled copper utensil. Equality in these items is not *wâjib*. It is also permissible to give one such item in exchange for two such items. Similarly, it is permissible to give one needle in exchange for several needles. However, if there are copper utensils on either side or enamelled copper utensils on either side, then in such a case, the transaction will have to be executed there and then. But if the type is different, e.g.

a utensil made of china in exchange for an enamelled copper utensil, then even this prerequisite is not *wājib*.

3. Your neighbour comes to you and tells you : "Give me the *rotis* which you have made with one kilo of flour because a few visitors have come to my house. In return for these *rotis*, you can take a kilo or one and quarter kilos of flour or wheat. Alternatively, give me these *rotis* now and later you can take the flour or wheat from me." This is permissible.

4. When sending your servant or maid to purchase an item, explain to them carefully as to how they should conduct these transactions. It should not occur that they purchase something in an incorrect manner which would involve an interest transaction whereby you and all your children eat that item and are thereby caught up in eating something *ḥarām*. The sin of all those whom you feed from such food, e.g. your husband, your guests, etc. will fall on your shoulders.

Bay'us Salam or Forward buying

1. Prior to harvesting or after harvesting the crops, one gives R100 to a person and says : "(After two or three months) in a certain month, on a certain day, I will take wheat in exchange for this R100 which I am giving you now." In addition to this, the person also specified the quantity of wheat that he will take in exchange for this money. This transaction is valid. He will have to give the wheat in the month and date which he had specified and at that very price which they had agreed upon. This is irrespective of whether the market value of the wheat on that specified date is more or less than the price that he had specified. Such a transaction is known as *bay'us salam*. In order for this transaction to be valid, there are several conditions. Try and understand them thoroughly.

(a) The type, quality, class, etc. of the wheat (or whatever other crop one is purchasing) should be clearly mentioned so that there is no dispute when taking delivery of the item. For example, he must state : "You must give me a certain type of wheat. It must not be too fine nor too coarse. It must be of a high quality and not of an inferior quality. It must not be mixed with anything else such as gram, peas, etc. It must be thoroughly dried and not wet." In short, whatever type of item he wishes to purchase, he must clearly state how it should be so that there is no dispute later. If, at that time, he did not stipulate but merely said : "You must give me wheat in exchange for this R100", then this transaction will not be permissible. Alternatively, if he merely said that he must give him some husk or rice without specifying the type or quality; then this will not be permissible.

(b) The second condition is that he must also specify the weight, that for R100 he will take 10 kilos or 15 kilos or whatever the amount may be. If the person says that he must give it to him according to the market rate at that time or that he must give 2 kilos more than whatever the market rate will be at that time, this will not be permissible. The market rate will not be considered. At the time when making the agreement, the amount must be decided upon and once the stipulated date arrives, he must take the specified amount.

(c) The third condition is that he must also specify the price that he is going to pay, i.e. he is going to take the wheat for R100 or R200 or whatever the case may be. If

the person does not specify this clearly but speaks in vague terms by saying that he will take some wheat for a few rands, then this is not valid.

(d) The fourth condition is that he must pay all the money at that very time and at that very place. If they agree on the entire transaction, separate and go away, and then the person comes back to pay the money, this agreement of theirs will be invalid and they will have to recommence the entire transaction. Similarly, if the person pays R50 in cash and the balance of R50 after some time, the *bay'us salam* will be valid in respect of the R50 and invalid in respect of the balance R50.

(e) The fifth condition is that the person must specify the time of taking delivery which must be a minimum of one month. That he will take the wheat after one month on a particular date. It is not permissible to stipulate a period less than one month. He can stipulate more than one month irrespective of how much more it may be. However, he must clearly state the month, day and date so that there is no dispute and the person does not say that he will not give it you immediately and you demand that you want it immediately. Therefore, stipulate everything before hand. If the person does not specify the month, day and date, and instead says that once the crop is harvested you must give it, this will not be valid.

(f) The sixth condition is that the person must specify the place where he wants the wheat, either in this town or in some other town. Alternatively, he could ask the person to deliver it to his house. In short, the person should clearly state where he wishes to have the wheat delivered or collected. If the person does not specify the place it will not be valid. However, if it is an item that is light and there is no labour involved in transporting the item, e.g. a woman purchases musk or pearls, etc. then it is not necessary to mention the place. Wherever he meets the person, he can hand it over.

If the *bay'us salam* is executed according to the above-mentioned conditions, the transaction will be valid, if not, it will not be valid.

2. If items other than wheat and other crops are such that at the time of purchasing them they can be clearly described in order to prevent any dispute at the time of taking delivery, then *bay'us salam* with regard to such items will also be valid. Such items include eggs, bricks and clothes. However, all the necessary details will have to be mentioned, e.g. he will have to specify the size of the bricks, their length, their width, etc. The cloth will have to be described as to whether it is of silk, how fine or coarse it should be, etc. The eggs will have to be described as to whether they will be farm eggs or eggs produced from battery chickens, etc. In short, all the necessary details will have to be clearly mentioned so that there is no dispute later on.

3. A person purchased five bags or five baskets of husk for R100 on the basis of *bay'us salam*. This transaction will not be valid because you get different sizes of bags and baskets. However, if they are able to specify and agree upon a certain size or conduct the transaction by weight, it will be valid.

4. An additional condition for the validity of *bay'us salam* is that from the time that they conduct the transaction till the time that they specified for delivery of the item, that item must be available in the market and it must not become scarce. In the course of this time, if this item becomes absolutely scarce to such an extent that it is

unavailable in the markets of this country and can only be obtained from elsewhere after much difficulty, then this *bay'us salam* will be invalid.

5. When conducting the transaction, the person says : "After the crop is harvested, in a certain month I will take the fresh wheat or, I will take the wheat that comes from a particular farm." This is not permissible. Such a condition should therefore not be made. When the specified time approaches, the person can give the old or the fresh wheat. However, if the fresh wheat is already harvested, it will be permissible to make a condition with regard to the fresh wheat.

6. You had agreed to take wheat to the value of R100. The specified time expired and went beyond that as well and this person did not give the wheat as yet. Nor is there any hope of receiving it. In such a case it is not permissible for you to ask him not to give you the wheat and that in place of the wheat he should give you gram, rice or something else. It is not permissible to take anything else in place of the wheat. You could either give him more time in which he could give you the wheat or you could take your money back.

Similarly, if both of you annul the *bay'us salam* and you decide not to take the wheat and take the money back, then you cannot take anything else from him in place of that wheat. You will have to take your money back. Similarly, if the transaction becomes annulled on its own, e.g. that item has become scarce and cannot be obtained, then even in such a case you will have to take your money back. You cannot take anything else in place of the wheat. You could take your money and purchase something else with that money from him.

The taking of loans

1. It is permissible to take loans of items which could be replaced, such as dry groceries, eggs, meat, etc. It is not permissible to take loans of items which are difficult to replace (i.e. it is difficult to obtain an exact replica of the item) such as, guavas, oranges, goats, fowls, etc.

2. At a time when 10 kilos of wheat was being sold for R10, you borrowed 5 kilos. Thereafter, the price of wheat dropped and 20 kilos of wheat began to be sold for R10. You will still have to give 5 kilos and not more. Similarly, if the price rises, you will still have to give 5 kilos.

3. When the person returned the wheat that he had borrowed from you, he gave you wheat of a higher quality. It is permissible to accept this wheat and it is not regarded as interest. However, at the time of borrowing the wheat it is not permissible to say that you will take wheat that is of a higher quality. It should be remembered that the wheat should not be more in weight. If you take wheat that is more in weight than the one that you had given, it will not be permissible. You must weigh the wheat properly and give it. If slightly more is given (as a precaution), it will be overlooked.

4. You borrowed money or some grains on the promise that you will return it within one month or fifteen days and the person accepted this promise. Even then, mentioning this period will not be considered. In fact, it is not permissible to mention any period. If the person who lent the money or grains needs the same and asks for it, or asks for it without even really needing it, you will have to return it.

5. You borrowed two kilos of wheat, flour or something else. When the person asked for it, you replied : "I do not have any wheat at the moment. In place of that wheat take R2." The person agreed to take the money instead. In such a case, the money will have to be handed over to the person there and then. If the person goes into the house in order to bring the money and separates from the person, this agreement will become invalid. He will have to repeat the entire agreement with regard to taking the money instead of the wheat.

6. A person borrowed one silver coin whose market value was R5. Thereafter, the market slumped and the value of the same coin dropped to R4. The person does not have to give any additional silver in order to cover up the R1. Instead, he merely has to give the same silver coin back or any other one which is equal to that one in weight. The person cannot say that he is not going to take the silver coin and that he must bring R5 in cash instead.

7. It is the custom in certain homes that one house may borrow five cooked *rotis* now, and later when they make their *rotis*, they return them. This is permissible.

Giving guarantees

1. Na'imah (name of a woman) was owing money to someone. You went and gave a guarantee that if she does not fulfil this debt, the person must come and collect it from you or that you are responsible for her, or that she owes you as well (i.e. since you have trusted her and lent her money, it is okay for the other person to trust her as well), or you mention some other words which could be regarded as a guarantee. The person to whom the money was owed also accepted this guarantee of yours. It now becomes *wajib* on you to fulfil this guarantee which you gave. If Na'imah does not fulfil this debt, you will have to fulfil it and the creditor has the right to ask for the money from whomsoever he wishes, i.e. either from Na'imah or from you. As long as Na'imah does not fulfil her debt or does not have it waived, you will continue being her guarantor and being responsible for the fulfilment of the debt. However, if the creditor waives your responsibility and says that you are now completely absolved from this agreement and that he will not ask you to fulfil the debt, then this guarantee of yours will no longer remain. If the creditor does not accept your guarantee from the very beginning and says that he is not going to take your guarantee into consideration, you will not be responsible.

2. You had given a guarantee on behalf of someone. This person did not have any money to fulfil the debt. You therefore had to fulfil it on his behalf. If you had given this guarantee upon the insistence of the debtor, you can claim whatever money you paid to the creditor on behalf of the debtor. If you had given this guarantee out of your own free will, you will have to see who had accepted your guarantee first; was it the debtor or the creditor? If the debtor had accepted your guarantee first, it will be regarded as if you had given your guarantee on his instance. You can therefore claim your money from him. And if the creditor accepted your guarantee first, you do not have the right to claim it from the debtor. It will be regarded as if you fulfilled his debt out of your good-heartedness. If the debtor gives you the money on his own, it will be acceptable (but you cannot demand it).

3. If the creditor grants a respite of one month or fifteen days to the debtor, then he (the creditor) cannot demand this money from the guarantor during this period.

4. You did not give a guarantee to pay on behalf of the debtor. Instead, the money of the debtor was kept in your custody as an *amânah*. You therefore said that this person's *amânah* is kept by you and that you will pay the creditor from this *amânah*. However, the *amânah* that was kept by you got stolen or disappeared through some other way. Your guarantee will no longer be applicable. It will not be *wajib* on you to pay it nor can the creditor demand it from you.

5. You wished to go somewhere, so you hired or rented a car or truck from someone. Another person came to the owner of the car and gave a guarantee that if you do not return it, he will give his own car to the owner. Such a guarantee is valid. If you do not return the car, the guarantor will have to give his own car to the owner.

6. You gave a certain item of yours to a person to go and sell it. He sold it but did not bring the money and says to you : "The money cannot go anywhere. I am responsible for it. If you do not get it, you must come and collect it from me." Such a guarantee is not valid.

7. A person says : "Leave your fowl en-caged in this fowl-run. If the cat captures it, I am responsible. You must take it from me." Alternatively, he says the following with regard to a sheep : "If the wolf captures it, I am responsible." Such a guarantee is not valid.

8. If an immature boy or girl gives a guarantee, it will not be valid.

Passing over of debts to someone else

1. You owe money to Shafî'ah while Râbi'ah owes you money. Shafî'ah asked you for the money which you owe her. You reply : "Râbi'ah is owing me some money. Take the money which I owe you from her and do not ask me." If Shafî'ah agrees to this there and then, and Râbi'ah also agrees to this, then you are absolved from the responsibility of your debt to Shafî'ah. Shafî'ah cannot ask you for the money; she will have to ask Râbi'ah, irrespective of when she receives the money. Furthermore, the money that you have asked Shafî'ah to collect from Râbi'ah, you cannot claim that amount from Râbi'ah. However, if Râbi'ah is owing you more than what you were owing Shafî'ah, you can claim the balance from Râbi'ah. If Râbi'ah pays the money to Shafî'ah, well and good. But if she did not pay and passes away, then Shafî'ah will be paid after selling all her (Râbi'ah's) personal belongings. If Râbi'ah did not leave behind any wealth or possessions or, while she was alive she denied owing you any money, took an oath that she owes no money to you, and there are no witnesses in this regard as well, then in such a case Shafî'ah can ask you for the money that you owe her and can also demand it from you.

If in the very beginning you ask Shafî'ah to take the money from Râbi'ah and she does not agree, or Râbi'ah herself is not happy about giving the money to Shafî'ah, then this debt has not fallen off your shoulders (i.e. you are still responsible to pay Shafî'ah her money).

2. Râbi'ah was not owing you any money. However, you passed on your debt (money which you were owing to Shafî'ah) to Râbi'ah. Râbi'ah accepted this and Shafî'ah also agreed. Even in such a case your debt to Shafî'ah will be passed over to Râbi'ah and she will be responsible to fulfil it. Therefore, all the above-mentioned rules will also apply over here. After fulfilling the debt on your behalf, Râbi'ah can

claim that money from you. However, she does not have the right to claim that money before she can fulfil it on your behalf.

3. You had kept some money with Râbi'ah as an *amânah*. You therefore passed over your debt (money which you were owing to Shafi'ah) to Râbi'ah. Thereafter, that money which was with Râbi'ah got lost or disappeared in some way or the other. Râbi'ah is no longer responsible. Instead, Shafi'ah will demand the money from you and take it from you. Now she has no right to demand or take the money from Râbi'ah.

4. If you pass over your debt to Râbi'ah and thereafter you yourself fulfil this debt and pay the money to Shafi'ah, this will be valid. Shafi'ah cannot refuse to accept the money from you and insist on taking it from Râbi'ah.

Appointing a person as a *wakil* (representative)

1. Just as a person has the power to carry out a certain work on his own, he also has the choice of appointing someone to carry out that task on his behalf. This is applicable in buying and selling transactions, taking or giving on rent, getting married, etc. For example, sending the domestic servant to the market to purchase something, selling something through her, sending her to hire a car, taxi, etc. The person who is appointed for such a task is known as a *wakil* (representative or proxy) in the *Shari'ah*. If you send the domestic servant or labourer to purchase something for you from the market, he will be your *wakil*.

2. You sent the domestic servant to purchase meat. She purchased the meat on credit. The butcher cannot demand the money for the meat from you. He will have to ask the domestic servant who will in turn ask you for the money. Similarly, if you ask your domestic servant to sell a certain item for you, you do not have the right to ask or demand the money from the person who purchased the item. He will pay the money to the person from whom he purchased the item (in this case, your domestic servant). But if he comes and gives the money to you, it will be permissible. What this means is that if he refuses to give the money to you, you cannot force him to do so.

3. You sent your worker to purchase something and he brought it. He has the right to refuse to hand over the item to you until you give him the money for it. This is irrespective of whether he paid for it with his own money or whether he has not paid for it as yet. However, if he purchased it on credit on the promise that he will pay within five or ten days, then he cannot ask you for the money before the stipulated number of days.

4. You asked your domestic servant to purchase one kilo of meat. She comes home with one and half kilos. It is not *wajib* for you to accept the one and half kilos. If you do not take it, she will have to take the half kilo.

5. You asked a person to go and purchase a certain goat from a certain person for R200. This *wakil* cannot go and purchase that goat at that price for himself. In other words, when you ask the *wakil* to purchase something specifically for you, it is not permissible for him to purchase that very item for himself. However, if he purchases it at a price more than what you had specified, it will be permissible for him to

purchase it for himself. But if you did not specify any price, it will in no way be permissible for him to purchase it for himself.

6. You did not specify any particular goat. You merely asked him to purchase a goat for you. It will be permissible for him to purchase a goat for himself as well. He can purchase whichever one he wishes to purchase for himself, and whichever one he wishes for you. If he purchases it with the intention that he is purchasing it for himself, it will be his. If he purchases it with the intention that he is purchasing it for you, it will be yours. And if he purchases it with your money, it will be yours irrespective of what intention he makes when purchasing it.

7. He purchased a goat for you. However, before he could give it to you, it died or got stolen. In such a case, you will have to give him the money for that goat. If you tell him that he had purchased that goat for himself, then your money will be lost if you had already given him the money. But if you hadn't given him the money and he comes to you now to ask for the money, then if you are able to take an oath that he had purchased the goat for himself, then his goat will be lost. And if you are unable to take an oath, you will have to accept his word.

8. The labourer or domestic servant purchased an item for you at a high price. If the price is slightly higher than the normal market value, you will have to take the item and give the money for it. But if the price is extremely high to such an extent that no one can quote such a high price, it is not *wajib* on you to accept it. If you do not accept it, he will have to take it.

9. You gave an item to a person to sell. It is not permissible for this person to purchase the item for himself and give the money to you. Similarly, if you ask a person to purchase an item for you, he cannot bring his own item and sell it to you. If he wishes to sell his item to you, or purchase your item for himself, he must clearly state so by saying : "This is my item, you can purchase it from me" or "I will purchase this item from you." It is not permissible to do so without clearly stating this.

10. You sent the domestic servant to purchase goat meat. She comes back with beef. You have the choice of either accepting it or rejecting it. Similarly, if you send her to purchase potatoes and she comes back with *bhindi* (lady's fingers - a vegetable) or anything else, it is not necessary for you to accept it. If you reject it, she will have to take it.

11. You asked her to purchase something worth R1 and she comes with R2 worth. You have the right to take R1 worth and give the extra back to her.

12. You sent two persons to purchase a certain item. It will be necessary for both of them to be present when purchasing the item. It is not permissible for only one person to purchase the item. If only one person purchases it, the validity of the transaction will be dependent on you. If you accept it, it will be valid.

13. You asked a person to purchase a goat, a cow or something else for you. This person did not purchase it himself but sent someone else. It will not be *wajib* for you to accept what this third person purchases. You can accept it or reject it. However, if he himself purchases it for you, you will have to take it.

Dismissing a *wakīl*

1. The right to dismiss a *wakīl* remains with you all the time, e.g. you say to a person : "I need a goat. If you come across one, you must buy it for me." Thereafter you stop him from purchasing it for you. He now has no right to purchase it for you. If he purchases it, it will be his responsibility. You do not have to take it.

2. You did not dismiss a *wakīl* yourself. Instead, you wrote him a letter or sent someone to inform him that he should not purchase the item for you. Even then, he will be dismissed. If you did not dismiss him yourself, but someone else went on his own and informed him that you have dismissed him and that he should not purchase the item, then he will be considered to be dismissed if two persons informed him of this or one reliable, religious person informed him of this. But if this was not so, he will not be dismissed. If he purchases the item, you will have to take it.

Glossary

Explanation of Islamic Terms

ʿĀlim : One who has attained a considerable amount of Islamic knowledge.

Amānah : A trust or something with which you have been entrusted. For further details, refer to the chapter on amānah.

Auliyāʾ : Plural of "walī". A walī is a friend of Allah.

Bāṭil : In Islamic jurisprudence it refers to an act which is invalid.

Barakah : Literally means "blessings". It also refers to the experiencing of abundance in things which are of little value.

Bayʿus salam : Technically, it refers to a contract of sale causing an immediate payment of the price and admitting a delay in the delivery of the goods.

Bidʿah : Literally means an "innovation". In Islam it refers to the introduction of new things into Islam which have no basis in the Quran or Hadith and regarding these things as acts of ibādah. A bidʿah is a major sin in Islam.

Duʿā : Supplication, prayer or devotional phrases.

Fāsid : In Islamic jurisprudence it refers to an action which is considered to be improper.

Farāʾid : Plural of fard.

Fard : Literally means "compulsory". In Islam it refers to those acts and things which are compulsory on a Muslim. Abandoning or abstaining from a fard act is a major sin. Rejecting a fard act amounts to kufr.

Fidyah : Redemption from the omission of certain religious duties by a material donation or a religious act.

Ghee : Clarified butter.

Ghusl : The act of washing the entire body from head to toe without leaving a single place dry.

Hâfiz : One who has memorized the Quran.

Halâl : That which is lawful or permissible in Islam.

Harâm : That which is unlawful or prohibited in Islam.

Ibâdah : Literally means "worship". In Islam it refers to all those acts with which one renders worship to Allah.

Ijârah fâsidah : Improper leasing or hiring. For further details, refer to the relevant chapter.

Jahannam : Hell.

Janâzah : Funeral procession. The deceased person is also referred to as a janâzah.

Jannah : Paradise.

Kafan : The cloth in which the deceased is enshrouded.

Kaffârah : Literally means "penance, atonement, expiation." In Islamic law it refers to redemption from the omission of certain religious duties by a material donation or a ritual act.

Kuffâr : Plural of kâfir. A kâfir is one who rejects Allah and does not believe in Muḥammad *ṣallallâhu 'alayhi wa sallam* as the final messenger of Allah.

Kufr : Refers to the state of disbelief.

Mahr : Dowry.

Makrûh : That which is disliked or detestable.

Maradul maut : Refers to the last sickness of a person after which he passes away.

Masâ'il : Plural of mas'ala.

Mas'ala : Literally means "an issue, problem or question". In Islamic jurisprudence it refers to a rule or regulation.

Muḍârabah : Silent partnership. For further details, refer to the relevant chapter.

Mujâhidîn : Plural of mujâhid. Refers to a person who is engaged in jihâd or war against the kuffâr.

Mustahab : That which is preferable or desirable.

Mutawakkil : One who practices tawakkul.

Nafs : The soul.

Nûr : Light.

Roti : Flat round bread.

Shafi' : One who holds the right of pre-emption.

Shaytân : The accursed devil.

Shuf'ah : The right of pre-emption.

Sunnah : An act carried out or sanctioned by Rasûlullâh *sallallâhu 'alayhi wa sallam*.

Tawakkul : The act of placing one's complete faith and trust in Allah.

Ulamâ : Plural of 'âlim.

Wâjib : Literally means "obligatory". In Islamic jurisprudence it refers to an act which has not been established by an absolute proof. Leaving out a wâjib without any valid excuse makes one a fâsiq and entails punishment.

Wakil : Representative.

Wasîyyah : Bequest.

Wilâyat : Literally means "friendship". In Islamic sûfism it refers to that stage where a person gains close proximity to Allah.