

[Home](#) > [Simplified Islamic Laws for Young Adults](#) > [The Rules of Buying and Selling](#) > Cancelling a Transaction

The Rules of Buying and Selling

Issue 396: It is Wajib that a person learns the rules of buying and selling that he will commonly have a need for.

Issue 397: It is Haram to sell and rent a house or other things that will be used for Haram.

Issue 398: Buying and selling, keeping, writing, and reading newspapers, magazines and books that can lead people astray is Haram, and the same applies for teaching from such books. (A person can sell such things if) he knows that the person who will buy them is a person who is sound in his beliefs, and (who is buying them) for a good reason like to answer questions raised in these items.

Issue 399: It is Haram to sell a product which has been mixed with something else such that it is not clear what the product is, or if the seller of the product does not inform the purchaser. For example, milk that has been mixed with water. (Such an action is called *Ghash*).

Issue 400: In transactions, the exact product that is being bought and sold must be specified, but it is not necessary to mention the specifics – such that if stated or not would not have an affect on the desire or inclination of the people in relation to that product.

Issue 401: In the buying and selling of two things which are of the same type and which are sold by weight or quantity, if more is sold, it is called Riba (Interest) and is Haram; for example, one gives one tone of wheat, and in return, takes 1.2 tones.

Issue 402: It is Mustahab that the person selling does not differentiate in the price between the people buying from him. In addition, one should not be firm in one's price, and if the buyer or seller wishes to cancel the transaction, then the other person should agree to it.

Issue 403: It is Haram to take an oath during transactions if that which is said is a lie, and if what is said is true, then it is Makruh.

Cancelling a Transaction

Issue 404: In some instances, the seller or buyer is allowed to cancel the transaction. Some of these instances include:

- The buyer or the seller has been cheated.
- If at the time of the transaction, it had been specified that for a specific period, either parties, or even one of the two parties is allowed to cancel the transaction. For example, at the time of buying and selling it is stated that if either person has some sort of doubt (about the transaction), then he has three days (once the deal is made) to break the contract.
- The seller and the buyer have not separated from each other. For example, a person purchases something from a store, then before he leaves the store, he is allowed to cancel the transaction.
- The object that had been bought was defective, and after the transaction, it was noticed.
- The seller explained the item to the person buying the product, who himself did not see the product's specialties, and later it was noticed that it was not as the seller had explained it to be. For example, one was told that a notebook has 200 pages, and later it was found to have less than this amount.

Issue 405: If after a transaction, one notices a defect in the product and right away does not cancel the transaction, then later on, one does not have the right to break the transaction.

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