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Modern Issues

1) Bank Transactions Institutions of (Interest) Free Loans

Issue 970: Properties which people deposit in banks under the title of active accounts are considered as interest free loans to the bank. It is permissible for people to take it back and withdraw it when the please. When this is done for compensation as a profit, it is forbidden and the loan is invalid and it is not permissible for the bank to utilize the deposit in this situation.

Issue 971: Short term and long term deposits which people deposit in Islamic interest free banks, the profit which the bank pays is only lawful for them when it is according to Islamic measures and the methods of Islamic contracts and agreements (of various types, like silent partnerships, partnerships, etc.) and the owner of the money is certain or there is a considerable probability that the bank establishes this contract and acts in a legal manner as a representative and authorized agent of the owner of the deposit.

As for when it is known with certainty that these matters are only for appearance and superficial and merely ink on paper, that profit is unlawful.

Issue 972: Whatever individuals receive from banks under the title of interest free loans (Qardhul-Hassanah) and loans other than that and, then, something is added to the loan at the time of returning the amount to the bank, it is only lawful when the transaction is completed in a legal manner according to the methodology of Islamic agreements and there is no impression of interest.

Issue 973: When people know of the existence of lawful money and unlawful money in the bank, however, they do not know the money which they are receiving is from the unlawful, there is no objection in receiving it. However, when they are certain that the money which they have received is taken from unlawful money, it is not permissible for them to utilize it. It is in the ruling of lost property. Due to this, it is obligatory to donate (this unlawful money) in the way of Allah with the permission of the Religious Authority on behalf of the original owner, according to obligatory precaution. In this issue, there is no difference between foreign banks and domestic banks, governments or non-government banks.

Issue 974: There is no objection in taking interest from foreign and non-Muslim banks. It is unlawful to take interest from banks which belong to Muslims.

Issue 975: There is no objection in bank transfers (drafts, checks) from foreign banks, meaning that the bank or a businessman takes money from one country (or city) and transfers it to another bank or another individual in another country (or city) in order to receive a sum from (the one desiring the transfer). In exchange for this transfer (the banks) receive something from the owner of the money as compensation. This transaction is lawful whether the fee of the transfer is deducted from that transferred amount itself or the bank or businessman receives it in an independent manner.

Likewise, when the bank or another institution gives a sum to an individual and this individual transfers it in order to surrender it to another branch of this bank or another person in another place, if an amount of the money is taken as a gratuity fee for this transfer, there is no objection in it.

Issue 976: When mortgage banks and others give a loan with the condition that they profit and take collateral (as a deposit), the loan is invalid and unlawful and the collateral is as such (unlawful for the bank). The bank does not have the right to sell the collateral in order to ensure its rights. It is like someone selling something the bank does not own, except when the profit was established according to the method of legal contracts.

Issue 977: The fee which is received in offices of interest free loans in exchange for services which this office provides or (in charges it in order) to preserve and organize the accounts of installments and compensation (of these installments), there is no objection in it. However, the precaution is that the amount is appropriate for the volume of work and maintenance which the office bears, except that they are receiving a profit from the loan with the name of a gratuity fee.

Issue 978: Some interest free loan offices assign something from the (loan's) principle for business' activities or production (costs) in order to secure from its proceeds, the expenses of the office and the (expenses) of loans that are unpaid at times. This activity is only permitted when the owner of the money and deposits are knowledgeable of it and consent to it and (the bank) utilizes the proceeds of this investment only in the maintenance of the office.

2) The Rules of The Promissory Note

Issue 978: The (term) promissory note (Kampayaalah) is applied to the paper which is not a type of currency, rather, it is a certificate of a financial debt. Due to this, no transaction occurs with it. It is of two kinds:

1) **A Real Promissory Note**. It is considered as the certificate which the debtor gives in compensation for his debt to the creditor.

2) **The Friendly Promissory Note** (or I.O.U). It is that which an individual gives without it being in

compensation for a debt. The intent of this promissory note is (that one) gives this certificate to a third person and he takes from that person an amount of currency less than what is written in the promissory note.

Issue 980: When someone gives a Real Promissory Note to another person and he transacts with a lesser amount, like he gives a certificate whose amount is one hundred Dinaar at the time of its realization after three months, in exchange for receiving ninety Dinaar cash. The Real Promissory Note (valued at) one hundred Dinaar, which is the actual liability of the debtor, is sold for ninety Dinaar cash.

This transaction is called Decreasing Promissory Note and it is proper and there is no objection in it. However, the execution of the Friendly Promissory Note is objectionable because a true debt doesn't exist. The methods mentioned to resolve this difficulty are (also) not, without exception, free of objection.

Issue 981: It is lawful to approach the signatory of the Promissory Note, meaning the giver of the promissory note, when he had not paid his debt in the established time, it is permissible for the creditor to take his debt from that which they had placed on the Promissory Note. In reality, the one given the promissory note is liable to the debtor such that when (the debtor) pays his debt (the holder of the promissory note) must go to pay his debt. This type of liability is said to add responsibility upon responsibility and it is proper.

Issue 982: Transactions with salable notes or that which is called money exchanges is permitted, meaning to exchange Syrian currency, for example, with Iranian currency or Jordanian currency with Marks or dollars. There is no objection in the increases and reductions in it.

However, to give a loan to someone as an amount of money whether it be in the currency of an Islamic nation or foreign currency, it is permitted only that he receive the same amount from him. Whatever excess is interest and unlawful.

When a loan is given to someone in the amount of foreign currency, for example, one hundred Marks, then, the debtor becomes in compelled to pay in compensation of another currency, it is obligatory to figure the common market value, except when the creditor was agreed with less than that.

3)Key Money (Sarqufali)

Issue 983: Key money is considered as the right of priority which a lessee obtains in a property in compensation of a sum which he pays in the beginning to the owner. In accordance with that, the lessee is he who pays the key money for priority over others in renting that property in the future. This key money was not (done) in the past, it is now existing among the intelligentsia of the people of 'Urf. It is proper with the following conditions:

1) That the amount of the key money be known and that the two parties execute this transaction with their consent.

2) That (the two parties) be mature (Baaligh), sane ('Aaqil) and sensible (Rasheed) and that they know the meaning of key money and its requirements.

Issue 984: It is permissible for the owner of the property to rent his property to a person and receive a sum in addition to the payment under the title of key money. In this situation he is not able to rent the property which he has rented to another, although the period of the lease has terminated.

However, when the first lessee who paid the key money agrees, it is permissible for the owner to rent it to another person. The right of the first lessee also is that he may consign that property to another person for a lesser value or more than what he himself paid in the beginning under the title of key money to the owner of the property.

Issue 985: When the term of the lease of the property for which the key money was taken terminates, the owner is obligated to rent it to that same lessee or another person the present lessee consents to. The amount of the payment is the actual honest value and according to reliable experts.

Issue 986: He who rents a property and does not pay a sum under the title of key money, when the term of lease terminates, it is not permitted for him to remain in that property without the permission of the owner of the property. When he does not leave the property, he is considered a usurper and is liable for the property and liable for an equitable payment, whether the first term of rental was short or long, whether the value of this payment was elevated or not. When another person rents the property from this person, its rental is not proper, except with the permission of the owner.

Issue 987: He who rents a property for a period of time along with paying the key money to its owner, it is permissible for him to rent that property to another person for that same amount as long as the term of the lease remains (in effect). However, it is permissible that he take the right of key money by any amount he can complete the agreement with. The consent of the owner of the property is also conditional in transferring the rental, except when he consigns this right to the lessee in the beginning of the matter.

4)Rules of Insurance

Issue 988: Insurance is a contract between the insured and the insurance company or he whose (business) is insurance. According to this, the foundation of establishing this (type of) company or that (type of insurance vending) person is the compensation of losses which are related to people or something (else) in exchange for (the amount) paid to that company or individual.

This company, contract and independent transaction, when executed with the conditions, which will be mentioned in the upcoming issues, is proper whether the insurance is a kind of commercial manufacturer's (insurance) or construction or building or car or boat or airplane or employee and worker's or life insurance or the various types of insurance known to the knowledgeable in our present

time.

Issue 989: It is a condition that the two parties in the insurance contract be sane (ʿAaqil), mature (Baaligh); that they execute the contract of insurance with (clear) intent and free will. (It is also obligatory) that they not be incompetent (Safeeh). Likewise, it is obligatory, in addition to what was mentioned, that they specify all of the particularities. In brief (they are):

1) Specification of the basis of the insurance, is it building, or care or individual insurance?

2) Specification of the two parties of the contract.

3) Specification of the installments and, likewise, the amount that the insured is obligated to pay.

4) Specification of the period of insurance, for example, from now up to a year.

5) Specification of the risks which bring about damages, like the risk of burning, thunder, drowning, theft, death, illness or whatever other risk.

6) Specification of the value of the amount which is from the revenue of insurance, for example, to insure this house for a million Dinaar or more or less or by the current equitable value. All of these situations necessitate that one observes the universal principles in the habits of the intelligent.

Issue 990: It is permissible to execute the wording of (the contract of) insurance in any language possible or that the contract be written on paper and signed.

5)The Rules of Artificial Insemination (For Women)

Issue 991: It is permissible to enter (implant) the sperm of man into the womb of his wife by injection or other means. However, it is obligatory the prerequisites of the action be permissible and lawful and that the forbidden and unlawful are avoided.

Issue 992: It is not permissible to implant the sperm of a non-related man in the womb of a woman, whether it is with the permission of the woman or without her permission, whether she has a husband or not, whether her husband gives permission for that or not. If they do this and a child is born from it, if it resulted from confusion that a man thought it was for his wife or the wife thought it was the sperm of her husband and, later, it appeared otherwise, the child is from the same couple and the rules for the child will apply.

However, when this comes about with knowledge or intent and (awareness) that it is unlawful, the child born from this sperm is not considered a child for the two and the rules of inheritance do not include the child. As for when the child is a girl, it is not permissible for the owner of the sperm to marry her. Likewise it is in the remaining issues related to marriage.

6)The Rules of Transplanting Organs and Postmortems

Issue 993: It is permissible to transplant the heart, kidneys and other organs, whether they be organs transplanted from a living person or deceased, whether the deceased be a Muslim or non-Muslim. However, it is not permissible to extract the organ from the body of a deceased Muslim and transplant it in the body of another person, except when the life of a Muslim depends upon it or there was another need. In every situation, if the organs of a deceased Muslim are extracted, there is blood money (Diyah). Its payment is obligatory according to what is established in the detailed books of jurisprudence.

Issue 994: When the deceased gave permission in the state of his life that his organs should be put at the disposal of others for transplant into their bodies or his guardians give permission after his death for that, the ruling of blood money and the remaining rulings are not changed. The precaution is to pay blood money in every situation.

Issue 995: It is only permissible to extract the organ of living people and implant it in other people as is usual and known in kidney transplants where one of the kidneys of a living individual are extracted and transplanted in the body of one whose both kidneys are damaged, when its owner consents and it does not expose his life to danger. The precaution, when taking a sum in exchange for that (organ), it to put the (payment) as exchange for his permission for this action, meaning, taking his organ from him, not in exchange for the organ itself.

Issue 996: The injection of human blood in the body of another human for treatment is permitted or for surgical activities or to save the life of a person, whether it be the blood of a Muslim or non-Muslim, a man or woman. There is no objection in selling and buying blood for this purpose.

Issue 997: When an organ is separated from man, be he dead or alive, and transplanted in the body of another such that it becomes part of the body of the second person, it is not impure (Najis) nor part of a corpse (Maitah) in this situation. As such, there is no objection in prayer with it.

Issue 998: It is permitted to dissect (as in a postmortem or autopsy) the body of the deceased Muslim for medical purposes with a number of conditions, they are:

1) That the purpose is education and to supplement known medical facts in order to save the lives of Muslims and that is such that it cannot be achieved except by a postmortem.

2) That the dead body of a non-Muslim is not available.

3) That (doctors) are content with the necessary extent (for their purposes). Therefore, whatever is in excess of that is not permitted.

Then, a postmortem with these conditions is permissible, rather, obligatory, at times. These conditions, however, are not conditional for the dead body of a non-Muslim.

Issue 999: Touching the bodies which are submitted for postmortems, when the deceased was a Muslim and had already been given the baths of the deceased (Ghuslul-Amwaat), does not necessitate the Ghusl for touching the dead body (Ghusl Massil-Mayyit). In other than this situation, the Ghusl for touching the dead body is obligatory when one intends to pray or whatever has purity (Tahaarah) conditional in it. When (performing the Ghusl) brings about difficulty and distress, it is permitted to make Tayammum as a substitute for Ghusl.

When the postmortem is on bones only, not flesh or on detached flesh, like the heart, veins and brain and whatever is similar to that, then, there is no Ghusl. The best, if one is able, is to wear gloves, then, in this situation, there is never a Ghusl (obligatory) for the one touching.

Issue 1000: There is no blood money in the instances in which it is legally permissible to do a postmortem on the body of man.

A number of Important Issues (People) Frequently Face

1 It is permitted to remain in the followership (Taqleed) of a deceased (Mujtahid). When the deceased (Mujtahid) was the most learned (A'alam), remaining (in his Taqleed) is obligatory (in the manner which we have mentioned in the discussion of Taqleed to the most learned).

2 When Mixed Water is of a very large quantity such that an impurity falling in one place is not a cause of a ripple to the other side (like a large pool filled with Mixed Water), then, all of it does not become impure with contact by an impurity.

3 When an animal is slaughtered by unlawful methods, it is pure (Taahir) although eating its flesh is forbidden. According to this, the hides of animals imported from non-Islamic countries are pure when we know that they are from slaughtered animals.

4 Mega-cities are cities in which each locality is an independent city. As for the likes of Tehran and those cities like it, it is not a mega-city. As far as the intent of residency or its being a hometown, all of it is considered one place.

5 He who intends to remain in one place for an extended period (like students who intend to reside in the Howzah 'Ilmiyyah for a number of years or traveling employees who reside in one place for two, three or more years and do not travel from that place except for specific purposes, the place of their residency is in the ruling of a hometown and their prayers there (are performed) in full, although they had not made the intent to reside there for ten days.

6 He whose occupation is driving (like drivers who work in open areas) or travel is a prerequisite of one's employment (like those who reside in a city and leave it to travel to cities for studies or other occupations) and the total of their going and coming is eight Faraasikh (43Km/26.7 Mi), their prayers (are performed) in full and it is obligatory for them to fast in the month of Ramadhan.

7 When something from a year's expenses, like a house, carpet, furniture and other necessities, are sold in that (time coming after a year), Khums is not attached to its value, in particular, when they intend to replace it with its equivalent.

8 It is permissible to cut the head of an animal by mechanical means when the legal conditions mentioned in the discussion of slaughtering animals are observed. The likes of this animal is pure and lawful.

9 It is permissible to sell and buy radios and televisions and miscellaneous instruments which have lawful benefits and is considered lawful.

10 When a fish dies in the water after being captured in a net, it is lawful.

11 Interest schemes which do not have the intent of a gift as is common are invalid. Whereas a loan is given to someone, then, a settlement is made in its profit which, for example, could total hundreds of Dinaar with a Kilo of sugar and whatever is similar to that (it is invalid) and there is no basis for it. The additional amount is considered interest (Ribaa).

12 Bank transactions whether they are short term or long term deposits or loans which individuals receive from banks. The profits which are considered as compensation for that (transaction) are only lawful when they conform to legal measures and are completed according to the method of Islamic agreements and the one giving and receiving are certain or there is a reasonable probability that the responsible (employees) of the bank have established this activity in a legal manner according to their duty.

As for when it is certain that these matters are superficial and imaginary and only ink on paper, that profit is unlawful for both parties.

13 Many people give a sum as a security for a house and receive a discount in payment. This action is proper in one instance and invalid in another instance. When the house is rented and the contents of the lease agreement stipulate that a sum be given under the title of a loan and the house is put up as a security, then, the transaction is proper. However, when the loan and the security were realized first and the contents of the lease agreement stipulate that the payment is reduced, this is unlawful and invalid.

14 Liability of another, be it in the situation of transferal of responsibility (meaning, that one make an agreement to pay a indebted person's debt) or in the situation of “adding responsibility to responsibility” (meaning that one make an agreement to establish the payment of a debt when the debtor does pay it), it is proper and lawful in both instances.

15 Uncultivated lands do not become the property of anyone by mere registration, rather, it is necessary to revive it, meaning to prepare it for cultivation.

16 The one to be punished is not limited to strokes of the stick, rather, it includes financial penalties,

prison, even identification of the criminal through means of notification and also whatever is comprised of that from the various types of punishments (of course, the selection of one of these matters is related to the opinion of the Religious Authority as is the manner of punishment and its particularities and remaining related matters.)

17 In the Islamic covering (Hijaab), there is no distinction in the type of dress or its color, rather, it is obligatory to cover the entire body besides the face and hands. However, wearing decorative clothing is not permitted, although the body is not visible. It is foremost to observe the conduct of the people of piety and religion among the Muslims.

18 Real individuals and individuals (involved in organizations, or corporate individuals) can be owners (of properties). It is permissible that they be one party in a transaction. According to this, if a charitable or domestic institution which is established has (corporate) individuals, they do not differ from real individuals.

19It is permissible that writing and signatures occur in all transactions in place of executing a verbal formula (Seeghah), except in Marriage and Divorce wherein the obligatory precaution is to execute the verbal formula.

20 Cigarette smoking and the remaining types of smoking, when it contains an important harm by witness of experts, is forbidden. However, narcotics are forbidden without exception.

21 Selling and buying blood in order to save the life of an ill person is permitted. However, in selling and buying limbs of the body, like the kidney or something similar, then, the precaution is that when one wants to receive money, it will be accepted as compensation for his permission to remove the organ not compensation for the organ itself. Fundamentally, this action is permissible when it does not result in danger for the donor.

22 The seller and purchaser are free in specifying the price of a commodity. However, when this freedom is a cause of corruption and disruption of the economic system in Islamic societies, in some instances, it is permissible for the Religious Authority in these circumstances to set the price of commodities and require people to (adhere to those fixed prices).

23 Defense of Islamic nations is obligatory and it is not limited to the countries in which people may live, rather, all Muslims in the world are obligated that some of them defend Muslim nations or Islamic Holy Lands from foreign aggression.

24 Mudhaarabah (silent partnership) is that an individual or individuals assign property and establish that an individual or individuals act (in a agreed upon manner) with that sum. The profit is divided between the owner of the property and the one acting in accordance with the contract and agreement, each having a share of the profit.

25 It is not obligatory in Mudhaarabah that (the money) be in minted gold or silver, rather, Mudhaarabah is proper with any type of property. Just as it is not conditional that the assignment of property be in trade matters, rather, the assignment of property in matters of production is proper (like manufacturing, agriculture, herding and whatever is similar). According to this, it is permissible to sell the shares of the one transacting and manufacturing and the benefit resultant from its usage.

26 It is not necessarily conditional in Mudhaarabah that the share of the two sides be according to a collective deduction from the benefits (in other words, one half or one third or similar to that), rather, it is permissible that one of the two sides specifies an amount of the profit for himself saying: I give this property to you in order that you transact with it (with me as the silent partner), in exchange you will give me one hundred Dinaar from the profits of the transaction with the condition that the aforementioned silent partnership produces more profit than this amount. Otherwise, the Mudhaarabah is not proper.

27 The Mudhaarabah which banks establish with individuals who approach them, when the aforementioned legal conditions are observed and it is not merely ink on paper, is proper and the profit obtained from it is lawful.

28 Whatever loss is incurred without the negligence of the one transacting is connected to the principle (Ra'sul-Maal) and it is not permitted to make it the expense of the one transacting or divide it between (the one transacting) and the owner of the property.

29 The time of the Azaan of Fajr (for prayer and fasting) in the moon-lit and non-moon-lit nights is one (in the same). The standard is the appearance of light of the east in the horizon, although it may not appear due the affects of the sun's radiance.

30 It is permissible to dissect the body of man for medical purposes with the condition mentioned in Issue 998. We have already explained the ruling of touching the dead in Issue 999.

31 A check (Sakk) and Promissory Note (Kampayaalah) are of two kinds: Sometimes, the indication is that one has a right over another (like when someone sells something and the purchaser gives him a note for the amount). In this situation, it is permissible to pay the note as a deferred payment for a period of time to that individual (the current owner of the note) in order to take a lesser sum of cash than what is on the note. However, when there is no debt in compensation for this note, there is an objection to this transaction.

32 It is not permissible for interest free banks to make conditions for the borrower, in other words, to make a condition in compensation for the loan which (the bank) offers to the borrower, like saying to (the borrower) that you must open an account with us and have pre-existing savings or make it a condition to receive a gratuity fee. According to this, it is obligatory that the gratuity fees that it receives from customers are something independent and have no connection to the loan.

33 It is customary among people that they give a loan to the owner of a house and they take the house

as a security and they make conditional in the contents of the contract that they have the right of residence in this house or (that they) give a reduced payment and smaller sum. This transaction is (related to) interest and forbidden.

The proper method is that first the lessee rents the house, although it be with an insignificant amount. Then, it is made conditional in the contents of the lease contract that a sum of money is given like a loan from the renter for the owner. The house is a security in compensation for this money. Then, in this situation, there is no interest in this transaction and the transaction is proper.

34 Friday Prayer. Salatul-Jumu'ah (Friday Prayer), as we had mentioned in Issue 289, is obligatory in the time of the sacred lawgiver (the Holy Prophet, may the Blessings of Allah be upon him and his family), the Infallible A'immah, upon them be peace (and the time of) the specific representative of the Imam. However, in the time of the absence of the Imam Al-Mahdi (may our souls be his ransom) it is Waajib Takhyeeri, meaning that if any one of the two prayers, in other words, Friday Prayer and Salatuz-Zuhr, are performed, it is sufficient. However, the precaution is to prefer Salatul-Jumu'ah in the era of the formation of the Islamic government.

35 It is obligatory that Friday Prayer be performed in the manner of a congregation. In the convening of the congregation, it is conditional that the number of individuals of the congregation be five at the minimum (the Imam of the Friday Prayer and four followers).

36 The Friday Prayer is not obligatory upon travelers, women, the sick and the disabled. However, when these (categories of people) are present and pray the Friday Prayer with the congregation, their prayers are correct. However, the precaution is that the five original worshippers in the Friday Prayer are other than these (categories of people).

37 It is obligatory that there not be a distance less than one Farsakh (5.4 Km/3.4 Mi.) between two congregations both praying the Friday Prayer. When (the distance was) less than that, the congregation which precedes (the other) in time is proper and the second is invalid (meaning second in convening the congregation).

38 Those who live around two Faraasikh (10.8 Km/6.8 Mi) from the place of the Friday Prayer, the rule of Friday Prayer includes them. When there is an obligatory Friday Prayer (in that area), their presence is obligatory in this prayer.

39 The time of the Friday Prayer is from the beginning of Zuhr in the amount (of time necessary for) the Azaan, the sermon (Khutbah) and the prayer, according to the customary practice. When this amount of time has lapsed, the time for Friday Prayer terminates and it becomes obligatory to perform Salatuz-Zuhr.

40 The method of The Friday Prayer. The Friday Prayer is considered as two Raka'ah, like Salatul-Fajr, and two sermons (which are obligatory) to be given before the prayer. It is obligatory that the two

sermons include the following matters:

1) Praise and glorification of Allah.

2) Prayers upon the Prophet Muhammad and the family of the Prophet Muhammad, may the Blessings of Allah be upon him and his family.

3) An exhortation, guidance and advice for fear of Allah

4) Recitation of a short Surah in each sermon, like Surah Al-Ikhlaas and Surah Al-Kaafiroon or Surah Al-'Asr, according to obligatory precaution.

5) Just as it is obligatory upon the leader (Imam) to implore forgiveness for himself and the believing men and women, in the second sermon he should pray upon the Infallible A'immah, upon them be peace, mentioning their names one by one when praying for them.

According to this, the first sermon includes five parts and the second sermon includes six. It is obligatory that the leader give the two sermons in the state of standing; that he sit a moment between (the two sermons); that his voice reach (as many) worshippers as he is able and that he admonish and give guidance (in the two sermons) in the language and expressions which people understand.

41 The speaker (in Friday Prayer) should wear the Turban ('Amaamah) and cloak ('Abaa'ah) and lean on a staff or something similar to that, (and he should) greet the believers before beginning the sermon, (and likewise,) he should explain to people the important political, social and ethical issues related to Muslims and the Islamic world and, in particular, to that region. (He should) advise them of their duties and obligations in face of these issues and warn them of the strategies of the enemies and their agents.

A summary: It is necessary for the speaker (in Friday Prayer) to take the most advantage of whatever is possible in the sermons in reforming souls and familiarizing people with the important issues which is one of the original purposes of this sermon.

The sermon should be in a clear, eloquent and penetrating language in order that the sermon has the maximum affect on the souls of people; (and that) the benefit of this religious, political duty be completed in a perfect manner; (that) divisive issues are avoided and that the Muslims are called to unity in face of their enemies.

42 The obligatory precaution is that the worshippers, at the time of the two sermons of Friday Prayer, are with purification (Tahaarah); that they sit in front of the Imam and observe silence and listen to the sermons. However, when one of them intentionally talks during the sermon, his prayer is not invalidated, although he has committed an offense (of deviation from the proper etiquette).

43 When the follower did not hear the sermon and shared in the prayer, or he only reached (in time) for one Raka'ah, the Friday Prayer is correct. However, the obligatory precaution is that one not be late

intentionally.

44 It is obligatory that the sermon be after the Azaan of Zuhr. When the two sermons were performed before Zuhr, they are to be repeated.

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