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The Rules of Buying and Selling

Issue 391: It is recommended that the person who is involved in trading, learn the rules of buying and selling that he will commonly have a need for.

Issue 392: Buying and selling, watching over, writing, reading and teaching those books that can lead people astray is haram; unless it is done for a good reason, such as to answer or reply questions raised in these books.

Issue 393: Selling a product that has been mixed with something else, in the event that it becomes unclear what the product is, and if the seller of the product does not inform the purchaser, then it is haram For example, ghee that has been mixed with at and then sold (such an action is called Ghash).

Issue 394: 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 have m affect on the desire or inclination of the people in relation to that product.

Issue 395: In the buying and selling of two things which we of the same type –which are sold by weight or quantity – if more is sold, it is called riba and is haram; for example, one gives one ton of wheat, and in return, takes 1.2 tons.

Issue 396: It is mustahab that the person selling does not make a difference in the price between the people buying from him – unless it is because one is a poor person or someone like this – and also one should not be firm in one's price, and if one wishes to cancel the transaction, one should agree to this.

Issue 397: Taking an oath during transactions if that which is said is true, is makruh; and if it is a he, then it is haram.

Breaking or Canceling a Transaction

Issue 398: In some instances, the seller or buyer is able to cancel the transaction and some of these instances include:

● The buyer or the seller has been cheated.

● If at the rime of die transaction, it had been specified that for a specific period of time, 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 is worried or has anxiety (over the transaction), then for three days (once the deal is made) one is able to break the contract.

● The seller and the buyer have not separated from each even if they have left the place of 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 on it was noticed that it was not as the seller had explained it to be; for example, it was said to the buyer that this notebook has 200 pages, and later it was found to have less than this amount.

Issue 399: If after a transaction, one notices a defect in the product and right away does not break the deal, rather delays in this, then later on one does not have the right to break the transaction.

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