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Dialogue on economic activity

If you want to take to trade for a profession, get a clear picture of your religion.

With these words, my father inaugurated today's dialogue and carried on, quoting Imam Ja'far bin Mohammad as-Sadiq as saying:

Whomsoever wants to make a living out of trading, must be conversant with matters of religion, so that they can draw the line between halal and haraam. Whoever entered into the arena of trade without acquiring an insight into religious knowledge, could easily fall into the trap of judicial error (shubuhat).

Many people may experience problems because of being either unaware of it, or choosing to ignore it; thus, committing error of judgement.

Since I am still not able to outline the relationship between fiqh (jurisprudence or religious knowledge) and trade, I asked my father:

- * What is the connection between acquiring religious knowledge and trade?
- Well, The Lawgiver has catered for the handling of all aspects of our economic life, guaranteeing equity, the good utilization, distribution and transfer of wealth between all sections of society. The ultimate objective of this is the public good and welfare.

It is, therefore, quite natural that, in order for The Lawgiver to apply His economic principles, He to devise a number of parameters to permit or forbid certain economic activities at times, and make difficult or easy certain avenues at other times.

The Lawgiver, thus, obligates the mukallaf to earn a living to maintain himself and his dependants, such as wife, children, and parents.

In so doing, The Legislator does not leave the door open for the bread winner to practise any work he chooses, for there are many economic activities that are forbidden.

* For example?

- Handling intoxicants is haraam.

Selling dogs, except hunting dogs, is haraam.

Selling pigs is haraam.

Selling the carcasses of animals which have not been pausfully slaughtered, including their meat and leather, is haraam.

Dealing with usurped property is haraam.

Selling gambling tools and equipments and instruments of forbidden amusement, such as violin, is haraam.

Cheating is haraam.

Usury is haraam.

Commercial monopoly is haraam. For example the monopoly of staple food, and all that which goes into preparing it – fuel, salt, oil, etc. Hoarding such goods, while denying the public sale at reasonable prices, in anticipation of higher prices, is haraam.

Bribing the judiciary to pass right or wrong judgements is haraam.

Playing in gambling tools, such as chess, dominos, backgammon, and betting on them is haraam; even playing chess and backgammon [and the like] without betting is haraam.

False bidding, i.e. with the aim of enticing others to buy merchandise at a rigged price, is haraam [even if it was free from malice].

Dealing with stolen property or buying what has been procured with gambling money is haraam, etc.

- * These are forbidden. Are there any activities that are makrouh?
- Yes, there are some economic activities that the Lawgiver deem detestable. Shying away from such activities is not binding for the mukallaf; it is, therefore, makrouh not haraam.
- * Could you give me an example?
- Selling real estate (one's own house) is makrouh, unless you want to buy another property with the proceeds of the sold one.

Exchanging (selling) gold for gold or silver for silver, without a profit is makrouh; doing so for a profit, is haraam.

Borrowing money from a fledgling wealthy person is makrouh.

It is makrouh too to take slaughtering animals for a profession, so is cupping (hijamah), and vending shrouds.

Makrouh still are some dealings and methods pertaining to commercial activity.

- * For example?
- Concealing the imperfections of goods, provided that it does not lead to deceit. If it does it is haraam.

Swearing (by God) in haggling over a price, even if it is with good intention and truthfulness. As for false swearing, it is haraam.

Makrouh, too, is making exorbitant profit.

Asking for a discount, after the sale has been concluded.

It is makrouh to sell goods in a dimly lit place, where defective goods may go undetected.

Touting for business by the vendor, and fault finding by the buyer.

- * These are some of the activities that are makrouh. Are there any that are mustahab?
- Yes, there certain dealings that are mustahab. And here are some examples:

Lending the believer money without interest.

Buying real estate.

Offering money to someone with the aim of setting them up in business with an agreed profit sharing formula.

There are some dealings and methods that are highly praised, such as charging all customers the same price for goods, and saving preferential prices for the poor. Thus, the vendor should not discriminate against the customer who drives a hard bargain.

It is mustabab, too, for the vendor to accept revocation of the sale of goods (or services), should the buyer change his mind. Thus, the latter should be refunded.

It is mustahab to accept the shortfall (nagis) and give away the gain (rajih).

Flexibility in pricing is called for.

It is also mustahab to keep a business facility open.

It is recommended to vigorously seek work and go about one's business to earn a living for oneself and dependants.

It is mustahab to be charitable and magnanimous in selling, and making an effort to seek out good quality merchandise for selling.

Searching for work, albeit away from home (ightirab) and getting up early to report for it is mustahab.

Finally, there is a type of business activity that is neither loved nor hated by the Lawgiver. One is free to pursue or leave, as is the case of many business activities prevalent nowadays.

Furthermore, Islam has devised an array of conditions that should be fulfilled. Some are applicable to the merchandise itself, and sale agreement; others concern vendor and buyer.

- * What conditions should be present in what is being sold?
- Many. These are:
- 1. The knowledge of the quantity, weight, number, area, etc., as the case may be, of what is being sold.
- 2. The ability to deliver what has been sold. One cannot sell fish in the river, i.e. that has not been caught, or a flying bird. It is feasible, though, if the buyer is himself able to take delivery of that which has been sold, such as a runaway animal.
- 3. Knowledge, in general terms, of particular attributes, of the thing sold, such as colour, taste, good or inferior quality that may lead to a variation in price.
- 4. The thing sold should be free from any third party rights. It is permissible to sell a pawned item without the permission of the original owner; likewise, it is not permissible to sell an endowment, unless it is no longer viable in serving the public interest, or it was becoming unviable.
- 5. In certain cases, the thing sold should be the capital asset itself, i.e. a house, a book, an instrument, not the benefit/usage thereof.

That said, my father added: Suppose certain commodities in a given country are only sold by weight, you should not attempt to sell them differently, say, by piece and so on. This is so as not to mislead the buyer.

- * Could you give me an example?
- If selling apples in a given country is normally done by weight, you should not attempt to sell them individually. And if milk is sold by litre in a particular country, you are not allowed to sell it by weight.

There are, though, conditions that should be present in the transaction, e.g. you should not attach strings

that were not present at the time of concluding the deal.

To further illustrate this, you are not allowed to make the sale of your car conditional upon, for example, a baby boy being born to you and your wife. Rather, an amended sale contract must be entered into, if the baby boy was born.

- * What are the conditions that must be fulfilled by the two parties of the sale contract?
- He who embarks on doing business must be adult, sane, of a legal age, intent on selling, having free will and not coerced, having discretion over what he is selling, whether he may be the owner himself, his deputy, or his guardian.
- * What if the owner of a property or any thing else was forced to sell the same?
- The sale is not in order, if it was precipitated by fear of the consequences of refusal to sell, such as fearing for one's life or wellbeing or that of his dependants or relatives.
- * Sometimes one find himself forced, through circumstance, to move house, thus entailing selling some of his property and/or his other possessions.
- This type of sale is sound.
- * If the person who is initiating the sale is not the owner or anyone else legally appointed by him, such as a relative, a friend, or a neighbour, would the transaction still be valid?
- It is not valid, unless permission is granted by the owner or his legally appointed attorney.
- * What about usurped property that had been sold and the owner gave his consent afterwards?
- The sale should be legally valid.
- * And what about the property of the minor, should he be interested in selling what is lawfully his?
- The sale of small unimportant items, that such a minor person is used to dealing with, is correct. The sale of other things, he initiates independently, is not sound.
- * Who is allowed to sell the property of a minor?
- His guardian, be it his father, paternal grandfather, legal guardian appointed by either, and the Marji', if the aforesaid are no longer alive. The father of the minor can, therefore, sell the property of his son or daughter, provided that no malice was intended. The Marji' can act likewise, if he sees that the minor's interest is served.
- * Is it all right for the minor to act as a proxy of his guardian in selling his own property?

- Yes, he has the right.
- * If any sale transaction, that satisfies all the conditions discussed, was entered into, can either party change their mind?
- The sale contract can be cancelled in a number of cases:
- 1. If the buyer and seller were still at the scene where the transaction took place or they were together on the road, either of them may opt out; otherwise the sale cannot be revoked.
- 2. If either party of the sale transaction was swindled, they can abrogate the sale. For example, if the seller, unwittingly, sold the goods for much less than the market price, he has the right to retract the sale. By the same token, the buyer could repeal the purchase and get his money back, if he found out that he paid an exorbitant price for it.
- 3. Should the buyer find out that the goods he has purchased do not fit the description and the specifications the seller has claimed were present, or they do not tally with what he had already seen by way of specimen or otherwise, he has the right to return the goods and get a refund.
- 4. If both parties to the sale contract stipulate that either can cancel the deal within a prescribed period of time, they can cancel it within that time limit.
- 5. If any party to the sale transaction pledged to act in an agreed way and later reneged, or if the buyer requested certain properties to be present in the goods, that he found lacking when taking delivery of the goods, he has the right to repeal the sale contract.
- 6. Should the buyer discover that the goods he had bought were faulty or imperfect, he has the right to return the goods and get a refund.
- 7. If the buyer finds out that the goods he has taken delivery of do not belong to the person he bought them from, but to another person, who does not agree to them being sold, he has the right to return the goods and consider the transaction null and void.
- 8. If the seller was not able to deliver the goods to the buyer in time, the latter can cancel the deal and deem it null.
- 9. If the sale entails that the thing exchanged is an animal, the buyer has the right to return it to the seller within three days and get a refund. And should the price be an animal, the seller has the right to return the animal within three days of the date of the transaction and get his goods back.
- 10. If the vendor talks up his goods, to more than their real worth, in order to impress the buyer to buy them, the latter has the right to return the goods and get a refund, should it appear that the vendor was not honest.

11. If a sale transaction is entered into, pending receipt of the price of the goods and this was not forthcoming within three days of the agreement, the vendor has the right to cancel the sale. This is so when the vendor gives the buyer time to come up with the money without specifying the period. If, however, no time was granted, he has the right to cancel the sale.

Should the time of delay be put at any period beyond three days, he should fulfil his promise until the lapse of the appointed period of time.

- * Is the deal legally sound if the two parties to the sale agree on paying for the goods by credit?
- The transaction is in order. However, the period during which the price of the goods should be settled must be fixed by mutual agreement. It should also not be subject to alteration either by extension or shortening. It should not be ambiguous. The agreement shall be deemed unsound if, for instance, it was stipulated that the value of the goods be settled at the time of harvest, in that there is no specific time for the harvest.
- * What if, at the appointed time of settling the debt, both parties agreed to put it off for a further specified time, but at a premium?
- This is not permissible, because it is considered to be usury and haraam. Allah, the Most High has said in His Holy Book,

".. and Allah has allowed trading and forbidden usury.." (2/275)

- * Sometimes the vendor and the buyer agree to barter, say, a hundred and twenty kg. of wheat for a hundred kg. of the same produce. Is such a deal in order?
- This is a type of usury that is haraam.
- * What if the parties strike a deal that involves bartering an equivalent weight of wheat plus, say, fifty Dinars?
- This also is a type of usury which is, as you now know, haraam, unless something, of value, is added to compensate for the wheat. That is to say, the new addition would be deemed a price for the wheat on the one hand, and the fifty dinars for the wheat on the other hand. Only then, can you consider such a transaction sound.
- * How should I know that such a transaction is a usury one so that I can avoid dabbling in it?
- In a business deal, two things should be present to render the transaction a usury one:
- 1. The goods bought and sold should be of the kind that is weighed or measured (for capacity), such as wheat, barley, rice, lentils, fruit, gold, and silver.

- 2. The two items should be of the same kind.
- * Should the deal concluded be on credit, would it still be considered a usury one, taking into account the two conditions in question?
- * [No, such a deal could be deemed a usury one, even if the two conditions were not present, i.e. in two other instances:
- a. The two items exchanged should be of the kind that is weighed or measured, but not of the same kind, such as exchanging one hundred kg. of rice for a hundred kg. of wheat with a deferred payment, say, for a month.
- b. The two types of produce could not be of the kind that is weighed or measured, but of the same category, and that the excess is in kind, such as exchanging ten walnuts for fifteen for a month delay in payment].
- * Am I right in assuming: a) if the merchandise is of the kind that is sold by piece, not by weight or measure, such as eggs, or b) if it is exchanged by area, such as fabrics, which is usually sold by metre, it is permissible to sell for more, provided that the deal was for prompt payment of cash?
- Yes, the sale can be done for an extra number of units, such as exchanging thirty metres of cloth for forty for cash, and thirty eggs for forty.
- * What about gold?
- It is not permissible, because it is of the kind that is exchanged in terms of weight.
- * And how about exchanging gold that has been turned into jewellery for an extra amount of weight of gold that has not been manufactured, as is the practice among goldsmiths nowadays?
- This is of usury nature that is haraam, unless the shortfall is met as discussed earlier.
- * Suppose one hundred kg. of an inferior quality of rice were exchanged in return for ninety kg. of a superior quality of the same produce. Is such a transaction free from usury?
- It is not allowed too, because it is deemed a usury deal, unless the shortfall is made up.
- * What about exchanging one hundred kg. of wheat for seventy kg. of rice?
- It is permissible, for the two produces are not of the same kind, provided that the deal is done for cash. It is to be noted, however, that, insofar as usury dealing is concerned, wheat and barley are treated as one kind of produce. It is, therefore, not permissible to exchange, for example, one hundred kg. of wheat for one hundred and fifty kg. of barley in a straight barter deal. Similarly, the following kinds of produce are considered one kind: a) all types of dates, and the syrups extracted thereof; b) wheat, its flour and

bread; and c) dairy produce, be it milk, cheese, or yoghurt. This is because the original produce and all that is processed from it is [always] deemed one kind.

There is, though, another type of usury. It is the one that emanates from taking a loan.

- * And what does it involve?
- It is when the party who is granting the loan stipulates that the borrower returns the amount loaned plus an extra amount of money. If, for example, the original amount of loan was one thousand Dinars to be paid back, after a given time, plus an extra hundred Dinars, both parties to such a deal are committing a sin.
- * So this type of loan is with interest. What about an interest free loan?
- Giving a fellow believer, particularly to those in need, an interest free loan is a commendable act. In this regard the Prophet (s.a.w.) said, "He who loans the pious money to meet an urgent need, his wealth be purified as though zakat was paid on it and the angels keep a vigil for him, uttering prayer until the loan is repaid".
- * Could you perhaps tell me the rules of setting up a partnership, for, I understand, my brother intends to enter into one with a friend of his?
- Partnership is permissible between two, or more parties, provided that the parties are adult, mature, have free will, are not coerced into the joint venture, and not legally declared incompetent.

The company or partnership contract could take different forms. It could be a promissory company where the stakes in it are jointly owned. Any partner has the right to dissolve the company and seek to take their share, provided this does not entail any substantial financial loss or damage to the other partners. If this was the case, the other party or parties shall have no right of disposal over the joint ownership of capital. As for profit and loss, they should be apportioned on a par with the respective share of each partner.

- * Suppose the two parties agreed that one of them gets a bigger share of the profit because of his extra responsibilities in running the company. Would the agreement be in order?
- Yes.
- * How would you treat any damage to company property that was sustained due to actions by either partner?
- The working partner should enjoy full trust. Thus, he should not be made to compensate for the damaged goods of any sort, unless his actions have stemmed from malice or negligence.
- * There is another common practice which is a form of partnership. It is when someone makes available

the capital for another who sets up in business. The agreement between the two could involve splitting the profit either fifty-fifty, one third to two thirds, or one quarter to three quarters. Is this type of partnership sound?

- This type of agreement is in order, provided that it satisfies the conditions set out for partnership, especially when the owner is not legally declared incompetent because of bankruptcy. It is called silent partnership (mudharabah).
- * What about the working partner?
- It is allowed for him to be legally incompetent due to bankruptcy, if the agreement does not stipulate giving him the right of disposal over his money that he is denied access to. However, the owner and the working partner may abrogate the agreement before or after starting the joint venture and whether profit was made. The working partner should not be held responsible for any damage sustained or loss made through no malice on his part.
- * Suppose the owner made it conditional that the worker should bear the loss. Is such a condition valid?
- Yes, it is. However, this must entail that full profits be the worker's, i.e. profit and loss be the worker's responsibility.
- * What if the stipulation was that both bear the loss and reap the profit?
- Such a provision is invalid. Indeed, if it was stipulated that the worker was to meet, in part, the loss, or all of it from his own property, the condition shall be in order and the worker must discharge his obligation.
- * If a dispute arises between the two parties, such as the worker claiming a bigger share, but cannot prove his claim, how could the situation be resolved?
- If the case is lodged with the Marj', the statement of the owner shall be upheld, unless it goes against what is apparent.
- * How can he be sure that it is out of sync with the obvious?
- To give an example, the owner may claim that the worker's share of the profit is, say, one in every one thousand; for his part, the worker may claim that his share is what is generally accepted in the trade.
- * Suppose the worker alleged that the goods were damaged, a loss was sustained, or no profit was made. For his part, the owner denies the worker's claim. What then?
- The worker's plea shall be upheld, unless it is patently evident that it does not tally with what is obvious; to further illustrate the matter, suppose the worker said that a certain type of goods alone was damaged due to fire.

- * What if the owner accused the worker of abusing his trust or was negligent?
- The assertions of the worker shall hold, considering the provision discussed earlier.
- * Some people give power of attorney to others to represent them in a wide range of transactions, such as selling one's house. Are there any conditions that should be fulfilled in this regard?
- Yes, the two parties must be sane, intent on making the attorney, and can exercise free choice, i.e. not coerced into authorizing the power of attorney. The mandator should be adult, except what can be dealt with by the discerning boy.
- * Is there a particular wording for the power of attorney?
- No, it could by anything that refers to it, be it by word, deed, or a written document. The power of attorney shall no longer be valid, if either the attorney or the mandator dies.
- * Someone rented his property, or the like, or offered his services for work. What are the conditions of ijarah (hire) that should be fulfilled, so that it becomes valid?
- Firstly, the ijarah shall be valid when it is entered into by the owner, his legal representative, or the guardian. It shall also be valid if it is approved by any of the said parties, after the transaction has been made.

That which should be taken into account insofar as the landlord and the tenant are concerned is adulthood, reason, free will, and neither should be legally incompetent; However, the ijarah of the bankrupt himself shall be in order.

As for the property to be rented or leased out, it should be: a) of a physical being; b) that the tenant has viewed it, or has the knowledge thereof by way of description; and c) that the landlord be in a position to hand it over to the tenant. Indeed, it suffices that the tenant can move into the property and make use of it for the purpose he intended, with it being intact. Such use must, though, be halal; for example, renting a property for the sale of alcoholic drink, and other illicit economic activity, for that matter, shall be deemed null.

- * Does ijarah have a special wording or text?
- No, any action, by word or deed, by both parties could make ijarah effective. The dumb, for example, could make a gesture suggesting consent to start the ijarah agreement.
- * In some cases the landlord restricts the use of the property rented to the sole use of the tenant. Would it be all right for the tenant to sublet the property?
- No, he shall have no right to do so.

- * Should the rent contract be free from such a condition, would the tenant be able to sublet it?
- The tenant shall have the right to sublet the property to a third party, provided that he does not rent it out for an increased rent, unless he has carried out improvements to the property. This is applicable to places of accommodation, shops, boats [and other types of rented capital assets, including arable land].

However, ijarah shall not be valid, unless a duration for the rent is fixed.

- * Could you give me an example of an ijarah where a set time was not prescribed for it to run and end, and that it was deemed invalid?
- Suppose the landlord said to the tenant, "I hereby rent you my house to live in in exchange for one hundred Dinars as long as you lived there". This type of ijarah is void.

However, if the landlord said to the tenant, "I rent you this shop of mine for this month in return for fifty Dinars, and should you decide to stay beyond the agreed duration, a new rent shall be fixed", the ijarah for the first month shall be in order, whereas that for the remaining period shall be unsound.

This is so, if the transaction was reached under the banner of ijarah. However, it could be handled according to other areas of dealings, the details of which we are not concerned with right now.

- * Suppose the rented property was damaged; who is going to be held responsible?
- If the damage was not brought about by the tenant's negligence or his deliberate action, he should not be held responsible.
- * What are the rules on leasing a vehicle?
- The two parties to the agreement must make clear the avenues of using the vehicle. That is, if it was for passengers, for transporting goods, or for both; in short, you have to determine the object of use.
- * Suppose a van was hired to transport unslaughtered carcasses destined for non-Muslims. Would the ijarah still be valid?
- Didn't I mention to you earlier that renting a place to sell alcoholic drink was not allowed. [By the same token, the case of the van is not allowed].
- * An agent was authorized to hire workers for a specified wage. What if the agent hired the workers for less?
- It is haraam for the agent to pocket the difference. He has to return the extra money to the owner.
- * The owner of a property hired a decorator to redecorate his house, setting the specifications and the colour of the paint. The painter chose, without consulting the owner, to carry out the job using a different

colour. Would the terms of ijarah still be valid?

- The decorator shall not be entitled to a wage.
- * Could you tell me about key money, or premium?
- Key money or premium is of different types:

Some of which is an agreement between the landlord and the tenant, stipulating that the landlord receives a specified sum of money in return for giving the right of use of the property after the lapse of the duration of lease, for an annual premium or that which is equivalent to the annual rent that is generally accepted.

If the deal is so concluded, the tenant shall have the right to keep possession of the property, after the completion of the duration of ijarah in exchange for the agreed sum. He also has the right to sublet the property to a third party for an agreed premium. It is not necessary for him to obtain the permission of the landlord.

* Suppose a person gave another a free gift, should there be, from a shari'a perspective, any conditions attached?

Yes, the party who gives the gift should be adult, sane, intent on giving the present of his own accord, not coerced, and should not be legally incompetent. If this was the case, the gift given shall be valid. The same goes for a gift made by a terminally ill person. After his death, it can be granted, but by a ratio not exceeding the third. If, however, more was decided to be given away, the approval of the heirs must be sought.

Giving away a gift is a kind of contractual obligation. It requires an offer and acceptance. However, it suffices to carry out by word or deed. It also requires taking possession, by the recipient, of the thing given by way of gift, if it was not already in his possession.

- * What if the gift was not with the recipient, i.e. it was still with the donor?
- The gift remains among the possessions of the owner until the recipient takes possession thereof during the lifetime of the donor.
- * How can one take ownership of, say, a house that was donated?
- If the donor parts with the property by vacating it and handing it over to the recipient of the gift, this is deemed legally valid.
- * In the event of the death of the donor or the recipient before the actual process of handing over and receiving of the gift, what will happen?

- The granting of the gift can no longer be sustained; it would be rendered invalid and the thing intended for granting reverts to the heirs of the giver.
- * If I find lost property, what should I do with it?
- You could deal with it according to the following:
- 1. Should there be no indication as to the owner's identity, making it difficult to trace them, you may keep the find for your self.
- 2. If the object found bears an identification of the owner, and it is less than Dirham Shar'i (12.6 chickpeas of minted silver, i.e. 2.419 gms) in value, you should not trace the owner. [However, you cannot keep it for yourself either. Rather, you give it away to the poor by way of charity].
- 3. If the article found bears the details of the owner and that it is one Dirham or more in value, every attempt should be made to trace the owner, by way of public announcement, and hand it back to them. If all attempts came to nothing, and one year had passed from the date the object was found in the precinct of Mekkah, [it should be given in charity on behalf of its anonymous owner]. If it was found in any other place, the person who found it can choose between either keeping it safe for the owner, and can make use of it, or give it away as charity on behalf of the owner. [They cannot, though, assume ownership of the asset at all circumstances].
- * Suppose the thing found was a collection of currency?
- If you can trace the owner through certain characteristics of those currencies, their numbers, particular time or place, they should be publicly announced to try to trace the owner.
- * If someone claimed that they belong to them?
- If they are known to be truthful, they should get back what they lost. If, however, the manner in which they gave a description of the currency leads to gaining your trust, you should give them back what is rightfully theirs.
- * You mentioned the word "trust". Should they not attain your trust that they were genuine in what they claimed, would it suffice to part with what you have found?
- Making an assumption about the claimant is not sufficient to give away the article found.
- * This was the injunction regarding articles found. What is the position of a person who confiscates the possessions of others through aggression and usurpation?
- Usurpation is among cardinal sins. He who usurps other people's property will be chastised severely on the Day of Judgement. The Messenger of God, Mohammad (s.a.w.) said, "He who usurped an inch of land, Allah shall, on the Day of Judgement, throw a ring, whose weight is akin to that of seven globes,

around his neck."

The usurper should return to the victim all that was unlawfully taken away from them.

- * If the usurped property was returned to its lawful owner, would this absolve the perpetrator from the guilt?
- No, he should be penalized by forcing him to pay rent for the use of the property for the period it was at his disposal.
- * Is this so, even though the usurper did not live in the property?
- Yes, he should be made to pay compensation to the rightful owners, because he caused them financial damage by debarring them from making use of their property. Thus, the usurper should be held liable.
- * Suppose someone usurped a plot of arable land; he then cultivated it. What would the position be?
- The usurper must remove his plantation immediately. He should pay compensation to the owner of the land, equivalent to the part he cultivated. If, however, the removal of plantation caused depreciation in the price of the land, the usurper should be made to compensate the owner pro rata. This should be the case, if the usurper did not reach a settlement with the owner of the land to keep possession temporarily for a rent or for free.
- * If the thing that was unlawfully acquired was inadvertently damaged in the process of usurpation, who will be held responsible?
- The usurper should compensate the owner the equivalent value of the property that was unlawfully seized, and an estimated sum of money for all the returns that could have been made had the usurped property remained in the ownership of the lawful owner.
- * How is the compensation amount calculated?
- That which is usurped may fall into two categories:
- 1. Nonfungible things, or that which cannot be replaced (qeemi). It is that which has no exact attributes, such as cattle and sheep. The owner must be compensated the value of this type of livestock at the time they were killed.
- 2. Fungible (or replaceable things). This is the type of, say, produce that the usurper can pay back in kind, such as wheat and barley, provided that the compensated amount equates with the seized one in weight and quality.
- * Should an unlawfully seized property be taken away by a second usurper and damaged in the process,

who should be liable?

- The rightful owner can demand either usurper to hand it back in kind or the value thereof as the case may be. However, the second usurper has no right to go back to the first usurper.
- * If it came to the knowledge of the owner that his property was with the usurper, what should he do?
- He has the right to repossess it by force if need be. Moreover, if he lays his hands on a property that belongs to the usurper, he can take it away in replacement of the usurped property, provided that it was of the same value.
- * Should the value of articles taken away from the usurper be more, what should the owner do?
- It is permissible for the owner to take a portion that is equivalent to the property that was unlawfully seized from him.
- * Before you wind up today's dialogue, can I make an observation?
- By all means.
- * Very often, I notice that you give money in charity.
- Yes, but how come you have noticed that, for when I give sadaqah I do it discreetly so that I am not seen by others. That is because it is more meritorious when voluntary sadaqah is given in secret, rather than in public.
- * What is the aim behind giving charity?
- The main objective should be carrying favour to Allah, the Exalted.
- * Does it have a set time?
- No, but it is mustahab that you give it away early in the day, for this would drive away the evils of that day. And paying it during the early evening would drive away the evils of that night.

Giving sadaqah is rated among the most meritorious deeds. Tradition abounds with narrations, encouraging the faithful to do it very often, so long as they can afford it. Giving sadaqah may contribute to alleviating sickness, driving away tribulations, increasing sustenance, repaying debt, and it is an all round enrichment to one's means.

However, notwithstanding all these merits, looking after one's family and kin remains a superior deed. And giving sadaqah to a needy relative who shows enmity towards you is more commendable than giving it to another relative who does not. Far superior still is lending money.

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