

**Question:**

I live in Canada and here the facility has been provided by the government to all residents for buying houses on mortgage (interest bearing loan). Being a muslim, I understand that mortgage is not allowed because of interest (Ribā). I would like to mention a few issues and seek your opinion on the subject matter:

1. Not everyone has huge amount of money to buy the house on cash payment. If the facility of mortgage is not used, majority of Muslims can never have a house in North America (including USA and Canada). I am sure our religion is quite accommodating in all aspects of life and as such there ought to be a way for buying a house in these countries, living within the boundaries ordained by Allah (SWT) .
2. Definition of interest (Ribā) needs to be revisited. In my humble opinion, interest in early days was used as a source of exploitation of needy and poor people. Nowadays, banking system has become a part of our lives, including for Muslims in Islamic countries. It is a internationally recognized business, open to all on equal footing and apparently, no one is discriminated.
3. I personally believe that our religion is very accommodating and it looks for the welfare of each and everyone living on this earth. Having a house of ones own falls under the welfare system of the society.
4. Our religion allows for ijtehad on all important matters including and mortgage is surely one of the very important issues in western countries, USA and Canada.
5. There is an urgent need of consensus of Islamic Scholars on this issue, particularly for the Muslims living in North America and Europe.

**Answer:**

*Abu Haneefah*

**In the Name of Allah, the Most Gracious, the Most Merciful.**

**As-salāmu ‘alaykum wa-rahmatullāhi wa-barakātuh.**

**COLLEGE OF FIQH**

We are in receipt of your question. Your email refers:

At the outset we wish place on record that we understand the need and concern with which you have approached us. We are also aware of the challenges of life, especially in the western environment. Islam is indeed a Deen which provides solution for all conditions and times. We need to reach out and bring these solutions into reality. It may be very tasking and hard to give practicality to these solutions, but it is definitely not impossible. We may face some hurdles and some difficulties in the beginning, but in the end perseverance will pay off.

Much of the concerns you have brought forth have been already dealt with by luminaries like Mufti Taqi Uthmani Saheb. There are two basic works of Mufti Taqi Saheb in which he has laid down the theoretical workings of a Sharī'ah Compliant model for Islamic Finance. We will be citing majorly from these two sources.

It is hoped that through individuals with vigor and zeal, such as yourself for a Sharī'ah Compliant solution to the modern day Economic dilemmas, we can steer the conventional economic trends into right direction, inshā'Allah.

Your question has 3 aspects:

a. Ribā, its definition and correct understanding in the light of Qur’ān and Sunnah.

b. Owning a house is a “need” of every muslim. Hence, depriving anyone of the means to own a house is depriving him of a basic necessity.

c. Since our religion is accommodating, it must have provided some way to tackle these issues.

**a. Definition of Ribā’ (interest):**

Mufti Taqī Uthmani establishes a chapter titled “What is Meant by Ribā’?” on the definition and the concept of Ribā in “The text of the Historic Judgment on Interest”. Mufti Taqī Saheb sites this concept from the famous exegete Allamah Fakhrud dīn Rāzi rahmatullah alayh,

*“As for the Ribā An-Nasihah, it was a transaction well-known and recognized in the days of Jahiliyya i.e. they used to give money with a condition that they will charge a particular amount monthly and the principal will remain due as it is. Then on the maturity date they demanded the debtor to pay the principal. If he could not pay, they would increase the term and the payable amount. So it was the Ribā practiced by the people of Jahiliyya. (Tafsir Fakhrud din Razi 7/72)” [1]*

Thereafter Mufti Taqī presents some arguments and their answers which are commonly generally put forward to present the ribā in a different light. We present a brief summary of these arguments.

**Argument 1:** Ribā which was prohibited by the Holy Qur’an was only confined to a particular transaction in which no increase used to be stipulated at the time of advancing a loan. This is to say that the lender would not stipulate any increase in the principle at the time of advancing the loan, however, if the loan was not returned in time then the loanee will be given an option to either settle the debt, or pay additional on top of the principle.

**Answer 1:** This argument is invalid because the nature of transactions in the time of Jahiliyyah differed.

Some transactions did stipulate the increase in the core transaction itself as mentioned by Allāmah Jassās in his Tafsīr.

*“And the Ribā which was known to and practiced by the Arabs was that they used to advance loan in the form of Dirham (silver coin) or Dinar (gold coin) for a certain term with an agreed increase on the amount of the principal advanced.” (Ahkām al Qur’ān lil Jassas 2/184) [2]*

Other transactions would include a monthly payment on the principle, as shown by the citation from Tafsīr Fakhrud dīn Rāzi cited above.

Yet another form of Ribā is what has been presented in the argument. However, this transaction did not use to be a loan transaction, rather a deferred sale transaction. Upon maturity, if the purchaser defaults on the payment then the seller would increase on the payment and thus collect interest money over and above the principle. This is detailed in Tafsīr Tabarī of Imān ibn Jarīr Tabarī as well as other tafsīrs [3].

*“The Ribā of Jahiliyya was a transaction whereby a person used to sell a commodity for a price payable at a future specific date, thereafter when the date of payment came and the buyer was not able to pay, the seller used to increase the amount due and give him more time.” (Tafsīr Tabarī 6/8) [4]*

**Argument 2:** The concept of Ribā remained ambiguous till the demise of Rasulullah salallāhu ‘alayhi wasallam. This is normally supported by the statement of Sayiduna ‘Umar radiallahu anhu that, “the verses

of *Ribā* were among the “last verses of the Holy Qur’an and the Holy Prophet, Sall-Allahu alayhi wa sallam, passed away before he could explain them to us, therefore, avoid *Ribā* and everything which is doubtful.”

### Answer 2:

The statement of Sayiduna ‘Umar radiallahu anhu is mentioned in Bukharī Sharīf.

*“There are three things about which I wished that the Holy Prophet, Sall-Allahu alayhi wa sallam, did not leave us before explaining them to us in detail: the inheritance of grandfather and the inheritance of Kalalah (a person who has left neither a father nor a son) and some issues relating to Ribā.” (Sahih Bukhārī #5588)<sup>[5]</sup>*

This argument that the matters of interest were left ambiguous even after the demise of Rasulullah salallāhu ‘alayhi wasallam is also miscalculated because of the clear statement of Sayiduna ‘Umar radiallahu anhu saying,

*“You think that we do not know about any issue from the issues of Ribā – and no doubt I would love to know all these issues’ more than I would like to own a country like Egypt with all its habitations – but there are many issues (about Ribā) which cannot be unknown to any one e.g. purchasing gold for silver on deferred payment basis.” (Musannaf Abdur Razzāq #14161)<sup>[6]</sup>*

A clear reading of these narrations shows that it is understood that doubt shown by Sayiduna Umar radiallahu anhu is not about the Ribā which is mentioned in the Qur’an (Ribā Nasī’ah) rather it refers to Ribā Fadhl. Moreover, once we read further into the opinions of the fuqahā among sahāba radiallahu anhum and Imams of the Fiqh (such as Imam Abu Hanifa and Imam Shafi’ rahimahumullah), we would realize that the grey areas in Ribā Fadhl were monumental in the difference of opinion between these fuqahā.

To understand the difference between Ribā Nasī’ah and Ribā Fadhl we must know that the prohibition of Qur’an covered all the prevalent form of ribā through credits or through sale. However, Nabī salallāhu ‘alayhi wasallam also prohibited some other forms of sales under the same chapter of interest. Rasulullah salallāhu ‘alayhi wasallam said,

*“Gold for gold, silver for silver, wheat for wheat, barley for barley, date for date, salt for salt, must be equal on both sides and hand to hand. Whoever pays more or demands more (on either side) indulges in Ribā.” (Sahih Muslim #1584)<sup>[7]</sup>*

This raised the concern and contention among the early jurists. Would Ribā Fadhl be limited to only the six things explicitly mentioned in the above hadīth or would it also flow into other commodities being traded. This was the doubt which Sayiduna Umar radiallahu anhu had wished that Rasulullah salallāhu ‘alayhi wasallam would have cleared before his demise.

**Argument 3:** The prohibition of Ribā is only limited to Consumption loans where the borrowers are poor people procuring loans to fulfill the daily expenses since it exploits their need. It is argued that since the Productive loans were not in practice at that time, the Qur’ānic prohibition did not govern such loans. Moreover, in these productive loans, the loanee are primarily rich who face no exploitation or injustice from the interest imposed on them.

### Answer 3:

**a.** No transaction in Islamic Law is governed by the financial position of either of the transacting parties. This means that if we **assume** an interest bearing transaction to be permissible in which both parties are

affluent, then a similar transaction where one of the transacting parties is poor will also have to be intrinsically permissible. The poverty factor does not affect the validity of this transaction. The most we can expect is that the poor should be given concession or discount to accommodate his financial poverty. However in this case, this concession will have to be purely voluntary and not an obligation.

A bread maker has to charge a profit on his product whether the purchaser is rich or poor. He cannot be forced to waive off his profit simply because the purchaser is poor. If he is forced to provide it free of cost or even at cost price, then he will not be able to run his business. By asserting that the prohibition in the Qur'ān is due to the exploitation of the poor, we will have to also affirm that charging a profit on a commodity from the poor is also an exploitation of his financial position. Intrinsically both these conditions are same, yet no one has ever claimed that profit charged on commodities to the poor is harām and impermissible.

This tells us that the issue of charging profit in a sale, rests on the intrinsic correctness of a transaction. As long as the intrinsic transaction is correct and valid, the profit or fee charged on it is completely permissible. Following this logic, charging interest ought to be no different. As long as the intrinsic transaction was valid, the profit ought to be permissible and the financial position of the transacting party would not play any role. Yet, in all the transactions, the Qur'ān prohibits interest whether the transacting party is poor or rich.

**b.** The prohibition in Qur'ānic verses is generic encompassing all its forms. There is no specification presented in the verses that it is to be restricted to specific form and not the others.

**c.** This argument rests on the assumption that there were no Productive Loans in vogue at the time of Rasulullah salallāhu 'alayhī wa'āllam. This is a fatal flaw of this argument. There are ample examples in historical records enumerating productive loans. We shall mention only two and urge everyone to read the detail account of it in Mufti Taqi Uthmani's book [8].

*“What the historians have narrated about the caravans of Makkah reveals that the capital of a caravan never used to be the capital of one individual or a particular family; it rather belonged to the traders of different families and to those individuals who themselves had money or had borrowed it from others and had contributed it to the capital of the caravan, with a hope to earn huge profit.” [9]*

The above is a clear example of commercial loan.

*“The tribe of Banu Amr used to charge interest from the tribe of Banu al-Mughirah and Banu al-Mughirah used to pay them interest.” (Tafsir Ibn Jarir Tabari 6/23)<sup>[10]</sup>*

The above text clearly shows that charging of interest was not limited to individual transactions rather have a more commercial basis as well.

Hence to assert that the prohibition could not have been targeting commercial loans is inconceivable in presence of numerous such examples which establish productive loans.

**Argument 4:** The Ribā in question is not interest rather usury (exorbitant interest rates). The Ayah in Surah āl-Imrān is used to support this argument. Allah says,

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً وَاتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ

*“O ye who believe! devour not Usury, doubled and multiplied; but fear Allah; that ye may (really) prosper.” [Āl- Imrān 3:130]*

**Answer 4:**

The argument uses the wording of the above Ayah “*doubled and multiplied*” to assert that only those transactions with exorbitant interest are prohibited and as long as the interest rate is not so excessive, it will be permissible. This argument would further state that the rates in current banking systems are normally not exorbitant, hence permissible.

The above argument chooses an isolated verse to justify an interpretation around it without looking at the different verses revealed in this context. Hence it is important to review all the verses on the subject and see the clarity of ruling on the issue. In Surah Baqarah, Allah says,

يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَذَرُوا مَا بَقِيَ مِنَ الرِّبَا إِن كُنتُمْ مُؤْمِنِينَ

“O those who believe fear Allah and give up whatever remains of Ribā, if you are believers.” [Al-Baqarah 2:278]

The words “whatever remains of Ribā” shows that that every amount beyond the principle has Ribā. This point becomes explicitly clear from the following verse

وَإِن تَابْتُمْ فَلَكُمْ رُءُوسُ أَمْوَالِكُمْ

“And if you repent (from the practice of Ribā) then you are entitled to get back your principal.” [Al-Baqarah 2:279]

This Qur’ānic refutation of this incorrect assertion is further strengthened by the wordings of Rasulullah salallāhu ‘alayhi wasallam in the Last Sermon

*“Listen, every amount of interest that was due in Jāhiliyya is now declared void for you in its entirety. You are entitled only to your principal whereby neither you wrong nor be wronged. And the first liability of interest declared to be void is the interest of Abbas ibn Abd-ul-Muttalib which is hereby declared void in its entirety.”*

We hope that the above summary of pertinent points sufficiently explains the confusions and doubts about use of interest in Banking today. The prohibition of any amount of interest in the commercial or personal nature, remains intact, affirmed and well grounded in light of Sharī‘ah.

**b. Owning a house is a “need” of every muslim. Hence, depriving anyone of the means to own a house is depriving him of a basic necessity.**

No doubt that Islam relaxes the rules for the followers in time of necessity, but we need to make sure that the “need” is correctly identified. Mufti Taqi Uthmani mentions:

“...before deciding an issue on the basis of necessity one must make sure that the necessity is real and not exaggerated by imaginary apprehensions and that the necessity cannot be met with by any other means than committing an impermissible act.”[11]

It is our humble opinion that the “need” of owning a house is also such an exaggerated necessity which has an equal and viable alternative of “renting”. To substantiate this we request you to do a quick search on rent/own ratios. In the wake of the recent credit crunch, mortgage rates have fluctuated drastically making it almost equally viable or more lucrative to rent a house than buying on.

*“ Canadian house prices have rebounded markedly from the depths of the recession, hitting a fresh record in may and bringing the buy/rent ratio to about 1.85x. That means that, even excluding major factors such as taxes and maintenance, homeowners pay about twice what renters pay.*

...

*Record low mortgage rates in the U.S. mean that house values are at all-time highs, relative to the competing asset class of rent, so U.S. housing offers great opportunity for both renters and investors,” they said. “In Canada, a house may make a great long-term home, but the buy/rent ratio suggests Canadian real is vulnerable to a hike in mortgage rates.” [12]*

Although this may not be the general trend, nonetheless it supports our argument that renting has been and continues to be a choice for those who cannot afford purchasing a house.

The question however lingers as to why would one need to look into buying if one is not even able to do so. Commuting is one of the bare necessities nowadays, but a person who is unable to even rent a vehicle, willingly or unwillingly lives his life by commuting through public transport, busses, tubes, or trams. In effect the choice to own a vehicle, in most cases, becomes a choice of convenience and luxury of freedom. In such a case, entering into an interest based lease agreement to own a vehicle does not compute well with rational reasoning.

Similarly, in the housing sector too, renting has been a common norm of the middle and lower level income earners. It does not seem rational for one who cannot afford to purchase a house to enter into an interest based transaction to secure one. In no way are we against the idea of owning a house. Indeed, it is a convenience which one aspires for. It has benefits which are sought after so logically everyone would yearn to have this freedom. Our only contention is that this freedom and convenience should not come with the price of one's Deen.

**c. Since our religion is accommodating, it must have provided some way to tackle these issues.**

This brings us to the third aspect of your question. In fact, Islamic Finance has come a long way in devising suitable housing plans for those middle income sector. These financial schemes are aimed directly at those who would look into securing a house through mortgage otherwise.

Mufti Taqi Uthmani Saheb has detailed out a considerable portion of his book, “Introduction to Islamic Finance” to such financial schemes. In particular the “Diminishing Musharakah” model has been adopted in many Islamic Financial Houses in quite a few different types. Mufti Ismail Moosa explains this model as follows:

“A general method of house financing adopted by many financial homes is that of ‘*DIMINISHING MUSHARAHAH.*’ In essence, this is a transaction where the financier (institution) purchases the house in partnership with the client. The client pays the amount which he can afford whilst the institution will purchase the remaining portion. For example, the client is only able to pay for 10% of the house; the financier will pay and take ownership of the remaining 90% of the house. Once the house is purchased, the client will use the entire house for residential purposes and pay rent to the institution for using its portion in the property (i.e. 90% of the house which it owns).

Furthermore, the institutions portion of the house will be divided into units; each unit will represent 10% (thus, in this case, its portion will be divided into nine units). The institution and client will agree on certain periods in which the client will buy a unit (e.g. every three months the client will buy one unit). After purchasing a unit, the client's portion of the property will increase while the institutions share in the property

will reduce (i.e. after purchasing the first unit, the client will own 20% and the institutions portion will reduce to 80%). Accordingly, the rent will also be reduced. This process continues until the client purchases the entire property reducing the institutions ownership to 0%. In this way the institution will receive its money back by selling the units, in addition to receiving a profit through the periodical rent which the client pays.

Scholars have placed a few conditions to the above contract in order for it to be valid. Failure to abide by even one of these conditions will render the entire transaction impermissible. Therefore, every bank contract will have to be closely studied by the Scholars in order to issue the relevant ruling of Sharī'ah.

There are numerous errors which are common in the above-mentioned transaction. Some are as follows....

- 1) Many times the contracting parties fail to separate the various transactions of *ijārah*, *bai'* etc from the contract. This is forbidden in Sharī'ah.
- 2) It is a condition that an *ijāb* and *qūbūl* (offer and acceptance) is carried out when selling every unit. This condition is ignored by many of those who opt to carry out this transaction.

Nevertheless, due to the intricacies involved in house financing, we recommend and stress that you review the entire contract with a qualified Scholar who is an expert in business economics before going into the transaction.”[13]

You may also read complete detail from Mufti Taqī Uthmani from his book at: [An introduction to Islamic Finance](#)

Luminaries like Mufti Taqī Uthmani have indeed provided us these viable alternatives, but their correct implementation and review remains a challenge. While we may direct you to a particular theory, it may become futile without a suitable financier to carry it out and implement it in Sharī'ah Compliant manner. What is desired for the promising sector of Islamic Finance in the near future is implementation of a thorough and independent Sharī'ah Advisory. Mufti Ebrahim Desai lays down some basic guidelines about these Advisory bodies in one of his answers as follows:

“In order for a house finance scheme to be Sharī'ah Compliant the following is essential.

- 1) The contract must be Sharī'ah Compliant. This is the fundamental requirement in Sharī'ah Compliance and probably the most difficult. It requires the expertise of competent Ulama as well as experts in business and economics. The underlying spirit of the contract must be total Sharī'ah Compliancy.
- 2) The implementation of the contract is equally important. If one has a Sharī'ah Compliant Contract but that is not correctly implemented, then the contract does not mean anything. Any deviation from the contract will impact negatively on the Sharī'ah Compliancy of the deal.
- 3) The names of renowned Ulama being on the Sharī'ah Board of different schemes is not sufficient.
- 4) The expert Ulama should be involved from the beginning till the end. They should be involved in drawing up the scheme and being confident of the scheme being 100% correct. They should also supervise the Sharī'ah implementation of the scheme.

5) The Ulama on board should be independent and free to raise any Sharī'ah related objections against the Scheme. It will be ideal that the Ulama's contribution be gratis or if there is a need to remunerate the Ulama, then that be arranged via the independent body and not the Bank as that will ensure the independence of the Ulama. In such an instance they will not be forced to compromise due to unforeseen circumstances.”[14]

With the correct Sharī'ah Board in place to supervise the scheme, we are confident that a viable and practical alternative for Conventional Mortgages will be achieved and renting alone will not remain the only solution in this matter.

**And Allah Ta'ala Knows Best**

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[١] أما ربنا النسيئة فهو الأمر الذي كان مشهوراً متعارفاً في الجاهلية وذلك أنهم كانوا يدفعون المال على أن يأخذوا كل شهر قدرًا معينًا، ويكون رأس المال باقياً، ثم إذا حل الدين طأوا المئود ويرد المال عن تعدد عليه الأداء والواجب الحق والجل، فهذا هو الربا الذي كانوا في الجاهلية يتعاملون به. (تفسير الرازي = معانيح العقب أو التفسير الكبير (٧/ ٧٢، دار إحياء التراث العربي)

[٢] والربا الذي كانت العرب تعرفه وتعله إنما كان فرضاً والدرهم والدنانير إلى أجل بزيادة على مقدار ما استقرض على ما يتراضون به (أحكام القرآن للجصاص كفاوي (٢/ ١٨٤) دار إحياء التراث العربي)

[٣] أخرج الفريابي عن مجاهد قال: كانوا يبتاعون إلى الأجل، فإذا حل الأجل، زادوا عليهم، وزادوا في الأجل، فزلت: يا أيها الذين آمنوا لا تأكلوا الربوا أضعافاً مضاعفةً (كما في التفسير المنير للزحلي (٨/ ٤٤) COLLEGE OF FIQH)

وفي فتح القدير للشوكاني – وأبْنُ أَبِي حَاتِمٍ عَنْ مُجَاهِدٍ قَالَ: كَانُوا يَنْبَاطُونَ إِلَى الْاَجْلِ، فَإِذَا جَاءَ الْاَجْلُ زَادُوا عَلَيْهِمْ وَزَادُوا فِي الْاَجْلِ، فَزَلَتْ: يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً (٤٣٨) دار ابن كثير

وفي التفسير المظهرى – اخرج الفريابي عن مجاهد قال كانوا يبتاعون الى الاجل فاذا حل الاجل زادوا عليهم وزادوا فى الاجل (٢ ق ١/ ١٣٦)

[٤] عن قتادة: أن ربا أهل الجاهلية: يبيع الرجل البيع إلى أجل مسمى، فإذا حل الأجل ولم يكن عند صاحبه قضاء، زاده وأخر عنه. (تفسير الطبري (٨/ ٦)، مؤسسة الرسالة)

[٥] حَدَّثَنَا أَحْمَدُ بْنُ أَبِي رَجَاءٍ، حَدَّثَنَا يَحْيَى، عَنْ أَبِي حَيَّانَ التَّمِيمِيِّ، عَنِ السُّعْبِيِّ، عَنِ ابْنِ عُمَرَ رَضِيَ اللَّهُ عَنْهُمَا، قَالَ: خَطَبَ عُمَرُ، عَلَى مَيْبَرِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَقَالَ: “إِنَّهُ قَدْ نَزَلَ تَحْرِيمُ الْخَمْرِ وَهِيَ مِنْ خَمْسَةِ أَشْيَاءَ: الْعِنَبُ وَالْتَّمْرُ وَالْحِنْطَةُ وَالشُّعْبِيرُ وَالْعَسَلُ، وَالْخَمْرُ مَا خَامَرَ الْعَقْلَ. وَتَلَاثٌ، وَوَدِدْتُ أَنْ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ لَمْ يُفَارِقْنَا حَتَّى يَعْهَدَ لِنَا عَهْدًا: الْجَدُّ، وَالْكَلَالَةُ، وَأَبْوَابٌ مِنَ الرِّيَا” قَالَ: فُلْتُ يَا أَبَا عَمْرٍو، فَسَيِّءٌ يُصْنَعُ بِالسِّنْدِ مِنَ الْأُرْزُقِ؟ قَالَ: “ذَلِكَ لَمْ يَكُنْ عَلَى عَهْدِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ – أَوْ قَالَ: – عَلَى عَهْدِ عُمَرَ” وَقَالَ حَجَّاجٌ: عَنْ حَمَّادٍ، عَنْ أَبِي حَيَّانَ: «مَكَانَ الْعِنَبِ الزَّبِيبُ» (صحيح البخاري (٧/ ١٠٦) دار طوق النجاة)

[٦] عَبْدُ الرَّزَّاقِ قَالَ: أَخْبَرَنَا ابْنُ عُيَيْنَةَ، عَنْ عَبْدِ الرَّحْمَنِ بْنِ عَبْدِ اللَّهِ، عَنِ الْقَاسِمِ بْنِ مُحَمَّدٍ قَالَ: قَالَ عُمَرُ بْنُ الْخَطَّابِ: “إِنَّكُمْ تَزْعُمُونَ أَنَا لَا نَعْلَمُ أَبْوَابَ الرِّبَا، وَلَئِنْ أَكُونُ أَعْلَمُهَا أَحَبُّ إِلَيَّ مِنْ أَنْ يَكُونَ لِي مِثْلُ مِصْرَ وَكُورْهَا، وَمِنْ الْأُمُورِ أُمُورٌ لَا يَكُنْ يُخْفَيْنِ عَلَيَّ أَحَدٍ: هُوَ أَنْ يَنْتَاعَ الذَّهَبَ بِالْوَرَقِ نَسِيئًا، وَأَنْ يَنْتَاعَ الثَّمْرَةَ وَهِيَ مَعْصَرَةٌ لَمْ تَطْبُ، وَأَنْ يُسَلِّمَ فِي سِنٍّ” (مصنف عبد الرزاق الصنعاني (٨/ ٢٦) المكتبة الإسلامي)



[٧] حَدَّثَنَا أَبُو بَكْرِ بْنُ أَبِي شَيْبَةَ، حَدَّثَنَا وَكَيْعٌ، حَدَّثَنَا إِسْمَاعِيلُ بْنُ مُسْلِمٍ الْعَبْدِيُّ، حَدَّثَنَا أَبُو الْمُتَوَكِّلِ النَّاجِيُّ، عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ، قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «الذَّهَبُ بِالذَّهَبِ، وَالْفِضَّةُ بِالْفِضَّةِ، وَالْبُرُّ بِالْبُرِّ، وَالشَّعِيرُ بِالشَّعِيرِ، وَالتَّمْرُ بِالتَّمْرِ، وَالْمِلْحُ بِالْمِلْحِ، مِثْلًا بِمِثْلٍ، يَدًا بِيَدٍ، فَمَنْ زَادَ، أَوْ اسْتَرَادَ، فَقَدْ أَرَبَى، الْآخِذُ وَالْمَعْطَى فِيهِ سَوَاءٌ» (صحيح مسلم (٣/ ١٢١١) دار إحياء التراث العربي)

[8] Read the entire “The Text of the Historic Judgment on Interest” at <http://daruliftaa.net/Book/histinterest.html>

[٩] و يظهر مما ذكره اهل الاخبار و اوردوه عن قوافل مكة ان مال القافلة لم يكن مال رجل واحد ، أو أسرة معينة بل كان يخض تجارا من أسر مختلفة ، و أفرادا وجد عندهم المال ، أو اقتتر ضوه من غيرهم فرموه في رأس مال القافة أملا في ربح كبير

[١٠] كانت بنو عمرو بن عمير بن عوف يأخذون الربا من بني المغيرة، وكانت بنو المغيرة يُربون لهم في الجاهلية (تفسير الطبري (٦/ ٢٣) مؤسسة الرسالة)

[11] <http://daruliftaa.net/Book/histinterest/Riba-and-Doctrine-of-Necessity.html>

[12] <http://www.theglobeandmail.com/report-on-business/top-business-stories/housing-buyrent-ratio-shows-real-estate-vulnerable/article1761838/> accessed April 2<sup>nd</sup> 2012.

[13] <http://www.askimam.org/fatwa/fatwa.php?askid=174bb46184804c5601c95eb08ca1f87e>

[14] <http://www.askimam.org/fatwa/fatwa.php?askid=e5f4d14e0a471b75e73010b38a3e2c5b>

*Abu Haneefah*

COLLEGE OF FIQH