

Ruling on Stipulating the Condition of Reducing the Wage due to paying in Advance

Darulifta Ahlesunnat (Dawateislami)

Question

What do the noble scholars and jurists of Islamic law say about the following: I am a tailor, and people get their clothes sewn by me. Generally, they pay the wage after the clothes are sewn. But sometimes, a customer says that they will pay me the wage in advance on the condition that I reduce the price, for example, by fifty or one hundred rupees. Because I sometimes need money at that time, I agree to this and accept the reduced amount from them. At times, I give this offer to the customer myself so that I get the money immediately and use it.

So, is it permissible to reduce the price in exchange for the advance payment? Will this fall under riba (interest)?

Answer

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ
الْجَوَابُ بِعَوْنِ الْمَلِكِ الْوَهَّابِ اللَّهُمَّ هِدَايَةَ الْحَقِّ وَالصَّوَابِ

In the inquired situation, stipulating advance payment and reducing the wage is permissible; there is no harm in this, nor will it be considered riba.

The reason for this is that this transaction is an Ijarah contract. The jurists have stated that one becomes deserving of their ijarah (wage) in a few ways, one of which is stipulating the condition that the wage must be paid in advance. Therefore, paying the wage in advance or stipulating this as a condition aligns with the nature of the contract; it is not contrary to it, and for this reason, it is permissible to stipulate this condition. Furthermore, the payment, which is being given in advance, is not a debt that would constitute the conditional benefit being considered riba. Instead, this is being given in exchange for a Manfa'ah Maqsoodah (an intended benefit), i.e., tailoring the clothes. Therefore, this is an Ujrah Mu'ajjalah (advance wage) in which the tailor himself consents to the deduction. Therefore, there is no harm in this.

A similar situation to this is that when an item is being sold, its price is lower if it is paid for immediately and higher if it is paid for later. The jurists have explicitly stated that this is permissible, and it will not be categorized as riba. It is also stated in the books of fiqh that the ruling of ujrah (wages) in an ijarah contract is the same as that of the price in a sales transaction. Therefore, it is permissible to lower the price on the condition of advance payment, and this will not be considered riba.

Mentioning the ways one becomes rightfully deserving of the wage, Imam Abul-Hasan Burhan-Uddin Marghinani عليه الرحمة states in *al-Hidayah* and Imam Abu Bakr Haddadi Hanafi عليه الرحمة states in *Jawharah al-Nayyirah* (the following is cited from al-Jawharah):

(والأجرة لا تجب بالعقد) أي لا يجب أداؤها (ويستحق بأحد معان ثلاثة إما أن يشترط التعجيل، أو بالتعجيل من غير شرط أو باستيفاء المعقود عليه)

(Al-Hidayah, Vol. 3, p. 231, Publ. Dar Ihya' al-Turas al-'Arabi) (Al-Jawharah al-Nayyirah, Vol. 1, p. 268, Publ. Al-Matba'ah al-Khayriyah)

Stipulating advance payment as a condition is not contrary to the nature of the contract. Imam 'Ala-Uddin Abu Bakr Kasani عليه الرحمة states in *Badai' al-Sanai'*:

فإن شرط فيه تعجيل البدل فعلى المستأجر تعجيلها والابتداء بتسليمها، سواء كان ما وقع عليه الإجارة شيئاً ينتفع بعينه كالدار والدابة وعبد الخدمة، أو كان صناعاً أو عاملاً ينتفع بصنعتة أو عمله كالخياط والقصار والصياغ والإسكاف؛ لأنهما لما شرطتا تعجيل البدل لزم اعتبار شرطهما لقوله - صلى الله عليه وسلم - «المسلمون عند شروطهم»

(Badai' al-Sanai', Vol. 4, p. 203, Publ. Dar al-Kutub al-'Ilmiyah)

Mentioning the reason why the condition of advance payment is not contrary to the nature of the contract, it is stated in *Sharh Majallah al-Ahkam* as follows:

سؤال: إن شرط التعجيل مناف لمقتضى العقد وفيه منفعة لأحد الطرفين ومقتضى ذلك أن تفسد به الإجارة فلم لم تفسد؟ الجواب: بما أن الإجارة عقد معاوضة فلا يكون شرط التعجيل في الأجرة مخالفاً لمقتضى العقد لأن عقد الإجارة كالبيع يجب التعجيل فيه ولكن يسقط التعجيل في الإجارة لمناوئة المساواة. وبما أن المساواة حق من حقوق المستأجر فالتعجيل يكون قد أسقط ذلك الحق فيعود الممنوع بزوال المانع

(Durar al-Hukkam, Vol. 1, p. 531, Publ. Dar al-Jeel)

Reducing or increasing the price in a sale transaction based on immediate or deferred payment is not classified as riba. Muhaqqiq Ibn al-Humam عليه الرحمة writes:

ان كون الثمن على تقدير النقد الفاعلى تقدير النسبئة ألفين ليس فى معنى الربا

(Fath al-Qadeer, Vol. 06, p. 447, Publ. Dar al-Fikr, Beirut)

Therefore, the ruling of wages in an ijarah (lease) contract is the same as that of the price in a sales transaction because the rulings of wage are based on sale price.

Thus, it is stated in *Mabsoot Sarakhsi* and *Badai' al-Sanai'*:

الاجرة فى الاجارات معتبرة بالثمن فى البياعات لان كل واحد من العقدين معاوضة المال بالمال

(Al-Mabsoot Lil-Sarakhsi, Vol. 16, p. 07, Publ. Dar al-Ma'rifah) (Badai' al-Sanai', Vol. 04, p. 193, Publ. Dar al-Kutub al-'Ilmiyah)

وَاللّٰهُ اَعْلَمُ عَزَّ وَجَلَّ وَرَسُوْلُهُ اَعْلَمُ صَلَّى اللّٰهُ تَعَالٰى عَلَيْهِ وَاٰلِهٖ وَسَلَّمَ

(Allah Almighty knows best and His Messenger صَلَّى اللّٰهُ عَلَيْهِ وَاٰلِهٖ وَسَلَّمَ knows best.)

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Ref No: HAB-0660

Date: 28th Rabi' al-Sani 1447 AH/ 22nd October 2025



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