

Buying Something Online on the Condition You Will not Return it

Darulifta Ahlesunnat

(Dawateislami)

Question

What do the scholars of Islam say regarding the following matter: Zayd saw a suit on the website of a major clothes brand and then purchased it. The suit was delivered to his home the next day. He liked the suit when he saw it online, but when he saw it in person, it no longer appealed to him.

It is clearly written on the store's website that once the clothing has been delivered, it can only be returned in the event of a defect. The suit cannot be returned after its delivery due to being disliked by someone. Therefore, view all images carefully from all angles.

It is only after accepting these terms that the transaction is complete. In this case, according to Sharia, will Zayd have a choice to return the suit?

Additionally, he phoned the store for more information. The selected suit was available in the store; therefore, the order for delivery was given. Also, when returning the suit, who will pay for the delivery costs; Zayd or the store?

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

الْجَوَابُ بِعَوْنِ الْمَلِكِ الْوَهَّابِ اللَّهُمَّ هِدَايَةَ الْحَقِّ وَالصَّوَابِ

In the scenario mentioned above, due to possessing the option of inspection (*Khiyar e Ru'yah*), Zayd has the choice to return the suit. This applies even if he accepted the terms of no return, as looking at an image of a thing is not the same as viewing the thing itself. As he did not see the suit in person, and after he saw it, he disliked it; according to the Sharia, he can return it.

It is mentioned in a Hadith:

من اشترى شيئاً لم يره فهو بالخيار اذا رآه، ان شاء اخذها وان شاء تركه

Translation: Whosoever purchased something that he did not see, then he has a choice once he sees it. if he wishes he may buy it, and if he wishes he may leave it.¹

It is written in *al-Durr al-Mukhtār*:

اورؤية دهن في زجاج لوجود الحائل

In reference to this, *Radd al-Muhtār* mentions:

قوله: ﴿لوجود الحائل﴾ فهو لم يره الدهن حقيقة - وفي التحفة: لو نظر في البراءة فرأى البيوع، قالوا: لا يسقط خياره، لانه ما رأى عينه بل مثاله²

In *Al-Hindiyyah* it is stated:

ولو رأى ما اشتراه من وراء زجاجة او في مرآة او كان البيوع على شفا حوض فنظره في الباء فليس ذلك برؤية وهو على خياره كذا في السراج الوهاج

¹ *Sunan al-Bayhaqī, vol. 5, p. 268*

² *Radd al-Muhtār, vol. 7, p. 155*

The seller's condition of no return prior to the buyer's direct viewing of the item is invalid (*Batil*), even if the buyer accepts this. This is because the option of inspection cannot be fulfilled prior to seeing the item, and the condition to drop this option of inspection prior to its establishment is invalid itself.

The seller's stipulation of the condition of no return prior to the buyers viewing, and the buyers' acceptance of this condition, is invalid and void.

When the buyer sees the suit, he will have the option of inspection. After viewing, he can either go ahead with the transaction or annul it.

It is written in *Al-Hidāyah*:

﴿اذا قال رضيت ثم رآه أن يرد﴾ لأن الخيار معلق بالرؤية لما روينا فلا يثبت قبلها

Fath al-Qadīr says the following regarding this:

﴿وكذا اذا قال رضيت﴾ الى اخره وكذاله الخيار اذا رآه يعني اذا قال رضيت كأننا ما كان قبل الرؤية ثم رآه ان يرد لان ثبوت الخيار معلق في النص بالرؤية حيث قال فهو بالخيار اذا رآه والمعلق بالشرط عدم قبل وجوده والاسقاط لا يتحقق قبل الثبوت³

‘Allāmah Ibn ‘Ābidīn al-Shāmī رَحْمَةُ اللَّهِ عَلَيْهِ makes the following comment on Imam Ibn al-Humām's رَحْمَةُ اللَّهِ عَلَيْهِ statement:

اي: اذا كان الخيار معلقاً بالرؤية كان عدماً قبلها فلا يصح اسقاطه بالرضا⁴

It is mentioned in *Al-Ināyah*:

تفريع على مسألة القدوري: يعني كما أن له الخيار إذا لم يقل رضيت فكذا إذا قال ذلك ولم يره ثم رآه، لأن الخيار معلق بالرؤية بالحديث الذي رويناها والمعلق بالشئ لا يثبت قبله لئلا يلزم وجود الشرط بدون الشرط، ولأنه لو لزم العقد بالرضا قبل الرؤية لزم امتناع الخيار عندها، وهو ثابت بالنص عندها فما أدى إلى إبطاله فهو باطل⁵

In is stated in *Bahār-i-Sharī‘at*:

If the buyer expresses his acceptance before viewing, or declares that he has annulled his choice, he still has the right to rescind after seeing the item. This choice can only be attained at the time of viewing; there was no such choice prior to viewing. Therefore, declaring it to be void holds no value.⁶

The cost of returning the suit will be covered by Zayd, whether he sends it back via a courier or other means.

It is written in *Al-Hindiyyah*:

ومؤنة رد الببيع بعيب او بخيار شرط او رؤية على المشتري⁷

وَاللَّهُ أَعْلَمُ عَزَّوَجَلَّ وَرَسُولُهُ أَعْلَمُ صَلَّى اللَّهُ تَعَالَى عَلَيْهِ وَآلِهِ وَسَلَّمَ

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Verified by: Mufti Fuzayl Raza Attari

³ *Fath al-Qadīr*, vol. 5, p. 532

⁴ *Radd al-Muhtār*, vol. 7, p. 148

⁵ *Ināyah ‘ala hāmish Fath al-Qadīr*, vol. 5, p. 532

⁶ *Bahār-i-Sharī‘at*, vol. 2, part. 11, p. 662

⁷ *Al-Hindiyyah*, vol. 3, p. 61

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