

## Ruling Regarding Warranty And Honoring Its Claim

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What do the scholars of Islam say regarding the issue of setting a condition for a warranty at the time of buying and selling? If the seller refuses to honor the warranty claim, what is the Shariah ruling in this regard?

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Setting a condition for a warranty during a sale is permissible in Shari'ah due to its widespread practice (العرف). When a warranty condition is stipulated during the sale of a product, and the customer makes a claim within the warranty period as per the stated conditions, it is obligatory in Shari'ah for the seller to honor the claim under the warranty conditions.

In buying and selling, if a condition becomes customary, it does not make a sale Fasid (invalid) . As stated in Dur-ul-Mukhtar:

“اما لوجرى العرف به كبيع نعل مع شرط تشريكه، او ورد الشرع به كخيار شرط فلا فساد“

Translation: However, if a condition has become customary, such as selling shoes with the condition of adding laces, or if the Shari'ah itself permits a condition,

such as خيار الشرط (a specific condition), the sale does not become invalid.

(Dur-ul-Mukhtar with Radd-ul-Muhtar, Vol. 5,  
Page 85, Quetta)

In a sale with a customary condition, the seller is obligated to fulfill that condition, as mentioned in Majalla-tul-Ahkam al-Adliya:

”البيع بشرط متعارف يعنى المرعى فى عرف البلدة صحيح والشرط معتبر... ويلزم على البائع الوفاء بهذه الشروط“

Translation: A sale with a customary condition, meaning one commonly observed in the custom of the city, is valid, and the condition is binding... It is obligatory for the seller to fulfill these conditions."

(Majalla-tul-Ahkam al-Adliya, Page 39, Karachi)

The condition for a condition to invalidate a sale is that it has not become a custom. As Imam-e-Ahle-Sunnah Imam Ahmed Raza Khan (رحمة الله عليه) states:

”اور بيع میں شرط افساد با شرط عدم تعارف شرط ہے۔“

Translation: In a sale, the invalidating ability of a condition is contingent upon the absence of its customary nature.

(Fatawa Razawiyya, Vol. 19, Page 578,  
Raza Foundation Lahore)

Regarding the condition of a warranty in buying and selling, Sadr-us-Shari'ah Badr-ut-Tariqah Mufti Muhammad Amjad Ali A'zami (رحمة الله عليه) writes in Bahar-e-Shari'at:

”وہ شرط ایسی ہے جس پر مسلمانوں کا عام طور پر عمل درآمد ہے جیسے آج کل گھڑیوں میں گارنٹی سال دو سال کی ہوا کرتی ہے کہ اس مدت میں خراب ہوگی تو درستی کا ذمہ دار بائع ہے ایسی شرط بھی جائز ہے۔“

Translate: If that condition is such that it is commonly practiced among Muslims, like the warranties for watches nowadays, which are for one or two years, stating that if it malfunctions within this period, the seller is responsible for its repair, then such a condition is also permissible."

(Bahar-e-Shari'at, Vol. 2, Page 701, Maktaba al-Madinah Karachi)

واللہ اعلم عزوجل ورسولہ اعلم صلی اللہ تعالیٰ علیہ وآلہ وسلم

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