

Ruling On Deducting A Day's Pay For Five Days' Delay?

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What do the respected Islamic scholars say about this issue: In our company, due to employees frequently arriving late, we have implemented a rule that if an employee is late five times, one full day's salary will be deducted. Based on this rule, we deduct a full day's salary each month from employees who arrive late. Is this permissible in Shari'ah? If not, what method should we adopt to discipline and correct employees?

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

الجواب بعون الملك الوهاب اللهم هداية الحق والصواب

In the case presented, for employees arriving late, you may only deduct from their salary the exact number of minutes corresponding to the delay. Deducting an entire day's salary for being a few minutes late over five days is considered oppression toward the employees and an unlawful taking of another's wealth. This also falls under Tazeer bil maal (punishment by financial penalty), which has been abrogated. Acting upon something abrogated is impermissible and haram.

You are obligated to return any amount deducted in this manner from employees and sincerely repent in the

this manner from employees and sincerely repent in the count of Allah Almighty. If the contract of employment (ijarah) became invalid (fasid) due to this, it must be annulled and renewed properly.

Permissible alternative to this impermissible method:

To encourage punctuality among employees, a lawful method is to categorize employees based on their punctuality. Those who are consistently punctual can be placed in **Category A**, those occasionally late in **Category B**, and those frequently late in **Category C**. Benefits such as annual raises and various allowances can then be awarded differently according to these categories. This way, employees will be motivated to maintain punctuality in order to receive greater benefits.

Regarding avoiding unlawfully consuming others' wealth, the Quranic command is:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ

Translation: "O believers! Do not consume one another's wealth unjustly."

(Para 5, Surah An-Nisa, Ayah 29)

Regarding taking others' wealth without a valid Shari reason, Allama Shami [رحمة الله عليه] says:

“لا يجوز لأحد من المسلمين أخذ مال أحد بغير سبب شرعي”

Translation: It is not permissible for any Muslim to take someone else's wealth without a Shari reason.

(Radd-ul-Muhtar with Durr-ul-Mukhtar,
Volume 6, Page 106, Beirut Edition)

Only deducting for the time actually missed by an employee is permissible, and anything beyond that is oppression. As stated by Ala Hazrat [رحمة الله عليه] in Fatawa Razaviyya:

”اس روز جتنے گھنٹے کام میں تھا ان میں جس قدر کی کمی ہوئی صرف اتنی ہی تنخواہ وضع ہوگی (یعنی کاٹی جائے گی)، ربع ہو تو ربع، یا کم زیادہ جس قدر کی کمی ہوئی صرف اتنی تنخواہ وضع ہوگی، مثلاً چھ گھنٹے کام کرنا تھا اور ایک گھنٹہ نہ کیا تو اس دن کی تنخواہ کا چھٹا حصہ وضع ہوگا، زیادہ وضع کرنا ظلم ہے۔“

Translation: “Only that portion of salary will be deducted which corresponds to the hours missed on that day. If a quarter of the working hours was missed, a quarter of the salary will be deducted — more or less as appropriate. For instance, if six hours of work were due and one hour was missed, then one-sixth of the day's salary will be deducted. Deducting more than that is oppression.”

(Fatawa Razaviyya, Volume 19, Page 516,
Raza Foundation, Lahore)

Including such conditions in an employment contract renders the contract invalid (fasid), as also stated in Fatawa Razaviyya:

”پھر اگر اس قسم کی شرطیں عقد اجارہ میں لگائی گئیں جیسا کہ بیان سوال سے ظاہر ہے کہ وقت ملازمت ان قواعد پر دستخط لے لئے جاتے ہیں، یا ایسے شرائط وہاں مشہور و معلوم ہو کر المعروف کا مشروط ہوں، جب تو وہ نوکری ہی ناجائز و گناہ ہے، کہ شرط فاسد سے اجارہ فاسد ہوا، اور عقد فاسد حرام ہے۔ اور دونوں عاقد مبتلائے گناہ، اور ان میں ہر ایک پر اس کا فسخ واجب ہے۔“

Translation: “If such conditions had been included in the employment contract — as appears from the question that employees sign such rules upon hiring, or those conditions are well-known and considered implied — then the job itself would become impermissible and sinful as the condition renders the ijārah invalid, and an invalid contract is ḥarām. Both contracting parties are involved in sin, and each is obligated to annul it.”

(Fatawa Razaviyya, Volume 19, Page 506,
Raza Foundation, Lahore)

Regarding financial penalties as punishment, he further states:

”جرم کی تعزیر مالی جائز نہیں کہ منسوخ ہے اور منسوخ پر عمل حرام ہے۔“

Translation: “Punishing someone financially for an offense is not permissible because it has been abrogated, and acting on something abrogated is ḥaram.”

(Fatawa Razaviyya, Volume 19, Page 506,
Raza Foundation, Lahore)

واللہ اعلم عزوجل ورسولہ اعلم صلی اللہ تعالیٰ علیہ وآلہ وسلم

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