

## Ruling On Benefitting From Goods Bought On Credit

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What do the noble scholars say about this issue: Zaid wants to purchase a house from Bakr for 1.5 million rupees on installments, out of which Zaid will pay 1 million rupees at the time of purchase and will pay the remaining 500,000 rupees in an agreed-upon duration in the form of installments. After paying 1 million rupees, Zaid will take possession of the house and rent it out, and from the rent received, he will pay the remaining price of the house to Bakr in the form of installments. My question is: is it permissible for Zaid to rent out the house before paying all the installments?

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

الجواب بعون الملك الوهاب اللهم هداية الحق والصواب

In the described case, it is permissible for Zaid to rent out the mentioned house even without having paid all the installments.

The detail of this issue is as follows: A sale contract is concluded merely through valid offer and acceptance, after which the buyer becomes the owner of the goods and the seller becomes the owner of the price (Saman). Then, sometimes the price is paid in cash and sometimes it is paid as deferred installments. Whether the price is paid in cash or by installments, in both cases the sale is valid and the

buyer becomes the owner of the goods. When the entire purchase is on credit or a part of the price is deferred, the seller does not have the right to withhold the item till he receives payment. Therefore, in the described case, when Zaid purchases the mentioned house from Bakr, and mutual offer and acceptance takes place, Zaid will become the owner of the house. After taking possession of the house, he may rent it out — even if it was agreed that the price will be paid in installments in this purchase.

Regarding the conclusion of a sale, it is stated in Al-Binayah:

"البيع ينقذ بالايجاب والقبول"

Translation: A sale is concluded through offer and acceptance.

(Al-Binayah, vol. 7, p. 8, published by  
Dar al-Fikr, Beirut)

While stating the ruling of sale, it is mentioned in Tuhfat-ul-Fuqaha:

"واما حكم البيع فهو ثبوت الملك في المبيع للمشتري وثبوت الملك في الثمن للبائع"

Translation: The ruling of sale is that the buyer becomes the owner of the sold item and the seller becomes the owner of the price.

(Tuhfat-ul-Fuqaha, vol. 2, p. 37,  
published in Beirut)

A sale done on installments is also valid. Thus, regarding this it is stated in Majalla-tul-Ahkam al-Adliyya:

"البيع مع تأجيل الثمن وتقسيطه صحيح، يلزم أن تكون المدة معلومة في البيع بالتأجيل والتقسيط"

Translation: A sale with deferred price and installment payment is valid. It is necessary that the period be known in a sale involving deferment and installments.

(Majalla-tul-Ahkam al-Adliyya, p. 50,  
published in Karachi)

Regarding the conditions of lease, it is stated in Fatawa Alamgiri:

"ومنها الملك والولاية فلا تنفذ اجارة الفضولي لعدم الملك والولاية"

Translation: Among the conditions of lease is ownership and authority; thus, the lease by an unauthorized person does not enact due to lack of ownership and authority.

(Fatawa Alamgiri, vol. 4, p. 461,  
Dar-ul-Kutub Al-Ilmiyyah)

While stating the ruling of sale, it is mentioned in Bahar-e-Shariat:

"بيع کا حکم یہ ہے کہ مشتری بیع کا مالک ہو جائے اور بائع ثمن کا۔"

Translation: The ruling of sale is that the buyer becomes the owner of the sold item and the seller of the price.

(Bahar-e-Shariat, vol. 2, part 11, p. 617,  
published by Maktaba-tul-Madina, Karachi)

واللہ اعلم عز وجل ورسولہ اعلم صلی اللہ تعالیٰ علیہ وآلہ وسلم

Written by

Abu Muhammad Mufti Ali Asghar Attari Madani

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Translated by Maulana Abdul Wajid Madani