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Madani Q/A Time

11 th Q/A

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Question:**What is Bay‘ Al-Salam?****Answer:**

All praise is due to Allaah as many times as the number of His Creation and May the peace and blessings of Allaah be upon the Final Prophet Muhammad ﷺ, his family and companions, and all those who follow them in righteousness till the Day of Judgment.

What is Bay‘ Al-Salam?

basic conditions for the validity of sale in Shari’ah: he commodity intended to be sold must be in the physical or constructive possession of the seller.

In short there are three points to be noted:

- (a) Shariah prohibits trading in goods which do not exist at the time of sale.
- (b) The seller should have acquired ownership of that commodity. If the commodity exists but the seller does not own it, he cannot sell it to anybody.
- (c) Mere ownership is not enough. It should have come into the possession of the seller, either physically or constructively. If a seller owns a commodity, but he has not taken delivery of it himself or through an agent, he cannot sell it.

But The permissibility of Bay-al-Salam is an exception to the general rule that prohibits forward sales. Therefore, it is subject to some strict conditions, among the seven main conditions of Bay-al-Salam which I have discussed in my

book “Islamic Economic Course” ,it is also beneficial to the buyer, since normally the price in Bay-al-Salam is lower than in on the-spot sales.

The Shari’ah allows Bay-al-Salam subject to certain conditions:

- (i) The bae salam contract can be affected on the goods which can be clearly defined in terms of quality and quantity.
- (ii) The only fungible items (also known as “mithli” in fiqh literature) which do not differ from each other significantly can be sold through salam contract.
- (iii) The quantity of the items to be delivered should be defined and fixed according to the normal method of measurement of those items and should not depend upon unforeseeable factors.
- (iv) The exact date and place of delivery must be clearly specified in the salam contract.
- (v) It’s the responsibility of the seller to deliver the commodity on specified date.
- (vi) The buyer must pay the price fully to the seller at the time of concluding the contract or In Simple words, full advance settlement of the agreed trade price is required at the time of contracting.

(vii) If the price belongs to a ribawi item, then it should not be exchanged for another ribawi item in salam contract. Because, it would lead to riba.

Allah Knows Best

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