# 104727 - He makes a deal to sell perfumes then he imports them

## the question

Is it permissible for me to work in trading where I have no choice but to make a deal and take payment beforehand, before delivering the goods? Or is that regarded as an ambiguous transaction (bay‘ al-gharar)? For example, my work is dealing in expensive perfumes. I ask for payment in full before delivering the perfumes, as I use the money to cover the costs of buying the products from abroad and shipping. I would like to point out that, as a dealer, I have limited resources and cannot pay from my own pocket, and there will be no problem with my customers if I fail to deliver the perfumes, because then I would return to them the money I took.

## Detailed answer

Praise be to Allah.

This way of dealing is something that many importers resort to nowadays; they take the payment for the requested product in full before they buy it and import it, then they deliver it to the customer. The permissibility of this kind of transaction is proven by the Sunnah and scholarly consensus. It is called bay‘ as-salam [salam transaction; payment in advance].

It was narrated that Ibn ‘Abbaas (may Allah be pleased with him) said:  When the Prophet (blessings and peace of Allah be upon him) came to Madinah, they used to pay two or three years in advance for dates. He said: “Whoever pays for anything in advance, let him pay in advance for a specified measure and a specified weight, to be delivered at a specified time.” Narrated by al-Bukhaari (2240) and Muslim (1604).

Salam transactions are subject to conditions, which must be adhered to in order for the transaction to be permissible and valid, including the following:

1. The price must be paid in advance in full, and no part of it should be delayed, because if the price or part of it is delayed, then the transaction will be akin to selling debt for debt, which the

scholars have stated is prohibited.

2. The product must be described in detail, by mentioning its name, type, colour, country of manufacture, size of packaging, amount in each package and other important features that affect the price, so that there will be no dispute between the seller and the buyer later on, when the product is delivered. As for unimportant details that do not concern the purchaser or affect the price, they do not need to be mentioned and there does not have to be agreement on them.

3. The date and time of delivery should be stipulated so that both parties will be committed to it and there will be no room for dispute between them.

The evidence for these conditions is the hadith of Ibn ‘Abbaas quoted above: “Whoever pays for anything in advance, let him pay in advance for a specified measure and a specified weight, to be delivered at a specified time.”

It says in a statement of the Islamic Fiqh Council (no. 107):

An import contract is a contract in which one party promises to deliver a specific product, to be delivered at a later date, on a regular basis, during a specific period, to another party in return for a specific amount of money, all or part of which is to be paid at a later date.

If the contract deals with a product that is yet to be manufactured, then this comes under the heading of ‘aqd istisnaa‘ (contract to have something made or done) and is subject to the rulings on such contracts. The issue of having something made or done is mentioned in the Council’s statement no. 65 (3/7). We have mentioned this statement in the answer to question no. 2146.

If the import contract concerns a product that does not need to be manufactured and it is described in the contract as something that one party is committed to delivering, then he must deliver it at the specified time, which may be achieved in one of two ways:

(a) The importer may take payment in full at the time of drawing up the contract. This comes under the rulings on salam transactions, and it is permissible if the conditions that are valid according to sharee‘ah are met, based on the Council’s statement no. 85 (9/2).

(b) If the importer does not take payment in full at the time of drawing up the contract, then this is not permissible, because it is based on a mutually binding promise between the two parties. The Council's statements no. 40 and 41 state that the mutually binding promise is akin to selling a debt for a debt, which is prohibited.

But if the mutual promise was not binding upon either or both sides, then it is permissible, provided that the transaction is done on the basis of a new deal at the time of delivery. And Allah knows best. End quote.

Thirdly:

If the deal fulfilled these conditions, then it is binding on both parties and it is not permissible for either of them to cancel it except with the consent of the other; it is binding upon you to deliver the product in question to the purchaser and if it is destroyed en route then you are liable and should deliver something like it at the time agreed.

And Allah knows best.