147454 - He wrote in the contract a price higher than that which was paid, and took it from the neighbour

the question

I bought a piece of land for five thousand riyals, but when I registered it, I recorded the value (of the land) as eight thousand riyals, then the neighbour of the land took me to court for his right to have first refusal on purchasing the land, and I yielded to him, and he gave me the amount I had recorded, which was eight thousand riyals. What is the ruling on this additional amount? Is it permissible for me to take it or not?.

Detailed answer

Praise be to Allah.

This is not permissible. What you have to do is tell the neighbour the true price; it is not permissible for you to deceive him, in writing or otherwise. Allah has commanded the believers to be sincere to one another and render back trusts. The Prophet (blessings and peace of Allah be upon him) said concerning the two parties to a transaction: “If they are honest and sincere, their (transaction) will be blessed, but if they are dishonest and lie, the blessing will be erased from their (transaction).” And the Prophet (blessings and peace of Allah be upon him) said: “The believer is the brother of his fellow-believer, so he should not lie to him or let him down or look down on him. Piety is here” -- and he pointed to his heart three times. And he (blessings and peace of Allah be upon him) said: “None of you is (truly) a believer until he loves for his brother what he loves for himself.” And Allaah (may He be glorified and exalted) says: “Verily, Allaah commands that you should render back the trusts to those to whom they are due” [al-Nisa’ 4:58].

To sum up, if a person buys something for one thousand or two thousand or whatever, then he records it with the judge or when registering the sale as more than that, so that he can take more from the neighbour, this is not permissible. End quote.

Shaykh ‘Abd al-‘Azeez ibn Baaz (may Allah have mercy on him)