352707 - What is the ruling on charging fees in return for delaying payment until the time of delivery when buying online?

the question

Is it permissible for the seller to charge a fee in return for delaying payment until the time of delivery of the item, when the transaction is a purchase made online, and when paying there are options for paying immediately or paying later, when the item is delivered, which leads to charging an additional fee in return for delaying payment? Is this transaction halaal?

Summary of answer

Buying an item online may be done in several ways, in some of which it is valid to delay payment until the time of delivery, and in others that is not valid. See more details in the long answer.

Detailed answer

Praise be to Allah.

Buying an item online may be done in several ways, in some of which it is valid to delay payment until the time of delivery, and in others that is not valid. The details of that are as follows:

1- If the purchase is of a specific item, such as buying from someone who is selling his own a car or cell phone, then there is nothing wrong with selling it on the website for a price to be paid immediately or to be paid later on, because selling a specific item that is not present is permissible according to the correct view, even if it is not described, and the purchaser has the option to cancel when he sees it.

Shaykh al-Islam Ibn Taymiyah (may Allah have mercy on him) said: With regard to selling items that are not present, three reports have been narrated from Ahmad.

The first report says that it is not valid to sell it at all, which is also the view of ash-Shafa'i in his later madhhab.

The second report says that it is valid, even if that item is not described, and the purchaser has the option to cancel when he sees it, which is also the view of Abu Haneefah.

It was also narrated from Ahmad that he does not have the option to cancel.

The third report – which is the well-known view – is that it is valid if a description is given, but it is not valid without a description. This is also the view of Maalik. End quote from *Majmoo' al-Fataawa* (29/25).

This applies if the item is not described.

If it is described in a way that is sufficient to know what it is, or if a picture of it is shown, and the picture is sufficient to know what it is, then the validity of this transaction is clearer.

In this case, it is permissible for the deferred price to be higher than the price if payment is made immediately. Hence it may be said that if the purchaser pays immediately, the price is 100, and if he defers payment until the time of delivery, the price is 120, for example. But it is essential to decide upon one of the two options, so the purchaser must choose one of the two ways of payment, otherwise the transaction is not valid because the price is uncertain at the time when the contract is made.

2- The purchase must be of an item of which the description is well known even though it is not a specific item, such as buying a cell phone from a store that has a number of cell phones of the same type and edition. This is selling an item of which the description is known, but it is not a specific item. If the purchase is done at that time, the entire price must be paid at the time when the contract is made, because in this case the transaction is not valid unless payment is received in advance (salam transaction) for an item of which one may have knowledge through the description. That is on condition that payment is made in full when the contract is made, such as transferring money to the seller's account.

In this case, there is no possibility of increasing the price, because the price is paid when the item is still with its seller.

3- The sale should be of a known item of which a description is given, on condition that the price is paid at the time of delivery. There is nothing wrong with this, if the sale is concluded when the item is delivered and not before that; rather what happens before that is a promise to buy, then when the item reaches the purchaser and he examines it, he buys it and pays its price.

Selling an item after it reaches the purchaser comes under the heading of selling an item that is present.

It is not permissible for the sale to be concluded before the item reaches the purchaser, because it is an item that was only described and the price was not paid at the time when the contract was made, so it is like selling debt for debt.

Ibn Qudaamah (may Allah have mercy on him) said: Ibn al-Mundhir said: The scholars are agreed that selling debt for debt is not permissible. Ahmad said: Rather there is consensus on that. Abu ‘Ubayd narrated in *al-Ghareeb* that the Prophet (blessings and peace of Allah be upon him) forbade selling debt for debt. But al-Athram narrated from Ahmad that he was asked: Is there any saheeh hadith concerning that? He said: No. End quote from *al-Mughni* (4/37).

When the item reaches the purchaser, then the sale may be concluded at that time.

Thus it becomes clear that it is not permitted to increase the price or pay what is agreed upon in return for deferring payment except in the first scenario, in which a specific item may be sold for one price when payment is made immediately and for a different price when payment is deferred, provided that the two parties agree on one of the two options at the time of purchase.

And Allah knows best.