379198 - The heirs agreed to sell the apartment to one of their number, but he did not pay anything, then they sold it to another heir. Is that sale valid?

the question

After agreeing with all the heirs to sell the apartment to one of their number, with agreement on how much he was to pay and that payment would be delayed until he was able to pay, and he is now living in the apartment, after a while another heir agreed to buy it, without his [the first heir's] knowledge. What is the ruling? If one of the heirs – but not all of them – put pressure on him to agree, and he said that he agreed despite his real need for the apartment, then recanted these words, what is the ruling now?

Detailed answer

Praise be to Allah.

Firstly:

If the apartment was sold to one of the heirs – and it was not a mere promise – then the apartment became his, whether he paid for it immediately or they agreed to give him more time. Possession of the apartment is transferred to the purchaser as soon as the deal is concluded.

In that case, the other brother's purchase of the apartment from the heirs is not valid, because it was no longer in their possession, so they sold him something that they do not possess.

Secondly:

If the first purchaser agreed to let the heirs sell the apartment to the other brother, this means that the sale to him was annulled.

If that was done without considerable coercion – and deception is something other than coercion – then the annulling of the first sale is valid, and the sale that came after it is valid, and recanting or changing his mind after that does not mean anything, because possession of the apartment has been transferred to the other brother. So he cannot go back to it, unless the sale [to the other brother] is annulled, and he buys the apartment again from the heirs.

And Allah knows best.