202393 - Hiring someone to do a specific task is valid, and the contract is binding on both parties, regardless of the time it took to do the job

the question

I have a private teacher whose services I have used in the past, and he charges 200 riyals for each lesson. I hired him to teach the second semester, and he told me that he would charge 3500 riyals to cover the entire curriculum. I thought that this amount was to cover all the lessons (200 for each lesson). He did six or seven lessons, and I gave him 1500. Then he spoke to me and said that he wanted the rest of the amount (2000 riyals), and that he was going to prepare one lesson only for revision, and he said that this was our agreement. Is he entitled to that money or not? Should I give it to him? Is it regarded as a debt that I owe?

Detailed answer

Praise be to Allah.

If the agreement between you was that he would teach the entire curriculum in return for 3500 riyals, then this is a contract of hire, and it is binding on both parties; neither party can cancel it without the consent of the other. Therefore he must teach the entire curriculum in accordance with what you agreed upon.

Please see the answer to question no. 152774.

Al-Bukhari (2270) narrated from Abu Hurayrah (may Allah be pleased with him) that the Prophet (blessings and peace of Allah be upon him) said: “Allah says: ‘There are three whose opponent I will be on the Day of Resurrection: a man who makes a promise in My name then breaks his word, a man who sells a free man and consumes his price, and a man who employs another and benefits from him (his labour), then does not give him his wages.’”

Ibn Majah (2442) narrated it as follows: “…and a man who hires a worker, makes use of him, then

does not give him his wages."

Al-Qari said:

That is, he does not give him his wages in full.(*Mirqat al-Mafatih*, 5/1991).

Al-Hajawi said in *Az-Zad* (p. 129): Payment becomes due as stated in the contract, unless it is deferred, and payment must be made when the work is delivered, as agreed upon. End quote.

See: *Al-Mulakhkhas al-Fiqhi*, 2/145-150.

So if this teacher had finished teaching the entire curriculum in the manner that is expected of him, and he spent sufficient time in teaching such material, then he is entitled to payment in full, and the number of lessons does not matter, because the contract had to do with the curriculum, not the number of lessons.

But if he did not do the work in the required manner and reduced the amount of time to less than what is usually required, and he did not put sufficient effort into his work, then in this case the one who hired him is entitled to ask him to stop teaching and to cancel the contract with him.

But if the teacher – in your case – told you that his work was done, but there remained some of the curriculum that needed to be explained or taught properly, then you have the right to ask him to complete the work.

Shaykh Muhammad ibn al-Mukhtar ash-Shinqiti was asked:

If I made a deal with a worker to work for me for one month, in return for a certain amount of money, but after a few days of him working I did not like his work and I asked him to stop, should I give him his wages for the days that he worked, or wages for the entire month?

He replied:

Allah, may He be Exalted, says: {O you who have believed, fulfill [all] contracts} [Al-Ma'idah 5:1]. The contract between you and your Muslim brother was a contract to hire him for an entire month,

so the contract must last for the time stated, unless there is a legitimate excuse to cancel it.

As for your saying that you did not like his work, this is subject to further discussion. If what you mean is that he did not do the work properly, and that he fell short and was heedless and negligent, then you have the right to stop him from carrying on, and to say to him: Either do the work properly, without any negligence, or I will cancel the contract for the rest of the month.

You also have the right to estimate the fee for a worker like him and pay him on that basis for the work he has done, and not give him his wages in full.

So if you were to hire someone to do some carpentry work, and he did half of what is expected from a worker like him, such as if he was slow in his work and disorganized to the extent that half of the work was not done, then such a worker deserves fifty but you had agreed to give him one hundred; in that case you have the right to give him fifty for the work he has done and to say to him: Either do the work that is expected of a worker like you who charges one hundred, or cancel the deal. But you should give him a respite of one or two days so that he can sort himself out and fix the problem. Then you can wait and see; if he does the work properly, all well and good.

The reason for discussing this detail is that contracts and agreements are to be referred to for judgement in the event of a dispute, because Allah has enjoined us to fulfil what we agreed to according to our contracts. You reached an agreement with him that he would do work worth one hundred, but the work that he did was only worth fifty, so his taking the other fifty comes under the heading of consuming wealth unlawfully, whether the work is on a farm, in a workshop or in a company, or any other workplace. If he does not do work that is deserving of the fee that you allocated for him, then you have the right to pay him the wage that is appropriate for the work he did, and to give him the choice regarding the rest of the month: either he should complete the work that is worth one hundred, or cancel the deal.

So long as you agreed with him that he would do work for which he deserves one hundred, then he must do work that is worth one hundred.

Your saying that you did not like his work may mean that his work was not complete. If what you

meant was that his work was not perfect, then you have no right to deduct anything from his wages or to cancel the contract for the remainder of the month except with his consent, because the basic principle concerning the work he agreed to do means that he is entitled to receive one hundred for completing it and he is not required to reach that level of perfection.(*Sharh Zad al-Mustaqni`* 220/12).

What we advise our Muslim sister to do is to choose a female teacher for private lessons, instead of a male teacher, so as to avoid any temptation and so as to protect honour and uphold the dignity of households.

See also the answer to question no. 47554.

And Allah knows best.