21239 - Rulings on ja’aalah (price offered)

the question

Could you give us a brief description of the rulings on ja’aalah?

Detailed answer

Praise be to Allah.

It is also called ja’l and ja’eelah. This refers to what a person is given for something that he does, such as saying, “Whoever does such and such, will get such and such money,” i.e., a certain amount of money is given to the one who does a certain job for him, such as building a wall.

The evidence that this is permitted is the aayah (interpretation of the meaning):

“They said: ‘We have lost the (golden) bowl of the king and for him who produces it is (the reward of) a camel load; and I will be bound by it’”

[Yoosuf 12:72]

i.e., whoever could tell them who had stolen the king’s bowl would be given a camel’s load [of goods]. This is the ja’l (reward or price), so the aayah indicates that the ja’aalah is permissible.

The evidence for it in the Sunnah is the hadeeth of the one who was stung, which was narrated in al-Saheehayn and elsewhere from the hadeeth of Abu Sa’eed, (which said that) they stopped near one of the tribes of the Arabs, and asked them for hospitality, but they refused. Then the chief of that tribe was stung, and they tried everything to help him. Then they came to them [the group of Sahaabah] and asked them, “Can any one of you do something?” One of them said, “By Allaah, I can do ruqyah [an incantation for healing], but by Allaah, we asked you for hospitality and you did not grant it to us, so I will not do ruqyah for you until you agree a price with us (ja’l).” So they agreed on a flock of sheep, then he started to blow on him and recite “Al-hamdu-Lillaahi Rabb il-‘Aalameen” [i.e., al-Faatihah]. Then it was as if he was released from a chain. So they gave them

what they had agreed (the ja'l) and they came to the Prophet (peace and blessings of Allaah be upon him) and told him about that. He said, "You did the right thing. Share them out and give me a share too." (Narrated by al-Bukhaari, Kitaab al-Ijaarah, 2276).

Whoever does a job on which payment has been offered after coming to know of the offer, deserves the payment, because the contract is fulfilled when the work is completed. If the work is undertaken by a group then the reward is to be shared out equally amongst them, because they shared in the work for which the compensation is deserved, so they should share in the reward. But if a person does the job before knowing the amount to be offered for it, he does not deserve anything because this is work for which he was not given permission, so he does not deserve any reward. If he came to know of the offered amount during the work, he should take the payment for what he did after coming to know that.

The ja'aalah is a contract which either party is allowed to cancel. If it is cancelled by the worker, then he does not deserve any payment, because he has cancelled his right himself. If it is cancelled by the one who offered to pay this price, and that is done before work is started, then the worker deserves a reward equivalent to what is usually paid for such work, because his work was done in return for a reward that was not given to him.

Ja'aalah differs from ordinary hiring in several ways:

1 – In order for it to be valid, it is not essential to know what the work for which this price is agreed upon entails. This is unlike hiring, in which case it is essential to know what the work for which the wages are paid entails.

2 – In order for it to be valid, it is not essential to know what the time of the work for which this price is agreed upon entails. This is unlike hiring, in which case it is essential to know the time period within which the work is to be done.

3 – In the case of ja'aalah, it is permissible to combine the work and the time taken to complete it, such as saying, "Whoever can sew this garment in a day will have such and such (payment)." Then if he sews it in a day, he will have that payment and will deserve the ja'l (announced

payment), otherwise he will not. This is unlike hiring, where it is not correct to combine the work and the time taken to complete it.

4 – In the case of ja'aalah, the worker is not obliged to complete the work, unlike hiring where the worker is committed to the work once he agrees.

5 – The ja'aalah is a contract in which either party may cancel it without the agreement of the other. This is unlike hiring which is a binding contract, in which neither party may cancel without the consent of the other.

The fuqaha (may Allaah have mercy on them) stated that whoever does work for another without any agreement on price (ja'l) or permission of the one for whom the job is done, does not deserve anything, because he did some useful work without stipulating any payment, so he does not deserve the payment, and because man cannot be bound by something that he himself did not agree to. But there are two exceptions from that:

(1)If the worker had prepared himself to do that work for a fee, such as an agent or porter, etc. Then if he did some work with permission, he deserves payment, because 'urf (custom) indicates that. But whoever had not prepared himself to do that work does not deserve anything, even if he was given permission, except with conditions.

(2)Whoever saved another person's possessions from being destroyed, such as rescuing them from the sea or from fire, or who found them in danger of being destroyed if he went away or left them. He should be given the usual reward even if the owner did not give him permission to do that, because there was the fear that the goods may be have been destroyed or lost. Giving a reward also encourages such actions, namely saving people's property from destruction.

Shaykh al-Islam Ibn Taymiyah (may Allaah have mercy on him) said: "Whoever saves another person's wealth deserves the usual reward, even if there is no agreement, according to the more correct of the two opinions. This was the stated view of Ahmad and others."

The great scholar Ibn al-Qayyim (may Allaah have mercy on him) said: "Whoever does something

to the property of another without his permissionor does it to preserve or protect the property for its owner from being lost, then the correct view is that he should be given some payment in return for his action. This was stated by Ahmad in a number of places.”