334215 - If the employees and workers are prevented from going to work, does their work contract become null and void, because of this emergency?

the question

A great deal of work has stopped because of quarantine against coronavirus, and many workers have stopped working. My questions are: Is this stoppage regarded as something beyond anyone’s control? Are work contracts no longer applicable in this situation? If work contracts are no longer applicable, does that mean that the salary or wages stated in the contract may also be stopped? If the boss stipulated a condition in the contract that the salary would stop if it is not possible to do the work for reasons beyond anyone’s control, does that have any impact? Is there any official body that is obliged to give compensation to workers and business owners because of the cessation of work?

Detailed answer

Praise be to Allah.

Firstly: employment is a kind of hiring (ijaarah)

Jobs are a kind of hiring which comes under the rulings on ijaarah (hiring people or renting items), and job contracts are binding contracts which cannot be declared null and void except with the consent of both parties. The job contracts must be honoured for the stipulated duration.

But if some emergency arises that prevents making use of the rented item or benefitting from the services of the person hired, such as if the company is prevented from working, or they have employees whom the company no longer needs, or they can no longer pay their salaries, or in the case of one who is hired to transport students to school, then the schools are closed because of the pandemic, or a teacher was hired to teach a subject and that subject was then cancelled, and

other scenarios in which it is not possible to make use of a rented item or benefit from the services of a person hired…

The scholars differed as to whether the work contract becomes null and void in the case of emergency, or is it still binding? The basic principle according to the majority of scholars is that it remains binding. According to the Hanafis and the apparent view of the Maalikis, the contract becomes null and void. This view is also favoured by Shaykh al-Islam Ibn Taymiyah and Shaykh Ibn ‘Uthaymeen. It is also the view adopted by the Sharia Standards Committee. We have previously discussed in detail the ruling on this issue and the scholarly views concerning it in the answer to question no. 350012.

Secondly: annulment of a job contract because of the blight of Coronavirus

Based on the above, if workers and employees are prevented from doing their jobs because of the coronavirus, and that continues for a long time, the business owner may annul the contracts, which will result in a cessation of salary, because there is no salary after the contract is annulled.

Dr. Khaalid al-Mushayqih (may Allah preserve him) said: … 21: We should make an analogy with blights for the one who is affected by this new situation with regard to business contracts and transactions, such as hiring, manufacturing and the like, because the case of blight is not limited to crops.

End quote from a lecture entitled *al-Ahkaam al-Fiqhiyyah al-Muta‘alliqah bi Virus Corona*.

What is better than annulling the contracts is not to dismiss the worker; rather his salary may be lowered until the calamity is over.

Shaykh al-Islam Ibn Taymiyah (may Allah have mercy on him) was asked about someone who rented land, but the usual rainfall did not occur, so the crop was lost. Is this comparable to blight?

He replied:

If he rented the land to grow a crop, then the usual rain did not come, he may annul the contract,

according to scholarly consensus. In fact, if there is no rain at all, and the crop fails, then the rental contract is automatically cancelled and there is no need to declare it null and void. But if the benefit is reduced, then the money paid for renting the land may also be reduced, commensurate with the loss of benefits. This was stated by Ahmad ibn Hanbal and others. Thus it may be said: how much is the rent of the land if regular rainfall occurs? If the answer is one thousand dirhams, then it may be said: What is the rent if the rainfall is reduced by this amount? And it may be said: five hundred dirhams. Thus he waives half of the original rent. If some of the expected benefit, as stated in the contract, is lost before receiving the product, then it is as if some of the sold product was destroyed before one was able to receive it. Similarly, if the land is affected by locusts or fire or blight that destroys some of the crop, then the rental fee should be reduced commensurate with how much was lost. End quote from *Majmoo‘ al-Fataawa* (30/257).

The believers should show compassion to one another, help one another and be selfless; they should pay attention to the rights of the weak and the poor, and not think only of their own interests. At-Tirmidhi (1924) narrated that ‘Abdullah ibn ‘Amr said: The Messenger of Allah (blessings and peace of Allah be upon him) said: “Those who show mercy will be shown mercy by the Most Merciful. Show mercy to those who are on earth, and the One Who is above the heaven will show mercy to you.” Classed as saheeh by al-Albaani in *Saheeh at-Tirmidhi*.

Thirdly: stipulating cancellation of the contract in the event of an emergency

If the business owner or worker stipulated that the contract would be cancelled in the event of an emergency and circumstances beyond anyone’s control, then this makes it more appropriate to say that it is permissible to annul it, because of this condition. The Prophet (blessings and peace of Allah be upon him) said: “The Muslims are bound by their conditions.” Narrated by Abu Daawood (3594); classed as saheeh by al-Albaani in *Saheeh Abi Dawood*.

Fourthly:

What we have noted above about annulling contracts or reducing wages and fees is just to show

what the scholars have said about this matter. In real life, that usually leads to a dispute which cannot be resolved except in court, especially when the state usually sets up rules and regulations to do with workers and their rights. If the business owner decides to annul the contract, then the employee may take his complaint to the official body responsible for workers' rights, to examine the case; they may decide that the contract is still binding and it is not allowed to nullify it, or they may decide to cancel the contract or lower the wages. It is known that the ruling of a judge leaves no room for scholarly differences.

Fifthly:

The state may decide to compensate the worker or the business owner, by way of relieving harm and taking care of the needy, as it does for children, widows, the unemployed and others. That depends on what each country is able to do and how it weighs up the pros and cons.

And Allah knows best.