467899 - Is the person who was entrusted with something liable if he leaves it in the airport because of excess weight?

the question

My friend asked me for a favour to carry her luggage abroad, and I agreed. At the airport, I realized the weight limit has exceeded (due to misreading my ticket) and had to leave some items behind. In rush and illness, I forgot 3 items at the airport while sending back excess baggage. Unaware of this loss, I travelled and delivered the rest of her belongings, approximately 11-12 kgs of goods, to her.

To my surprise, she informed me that some or all goods (not sure) belonged to a 3rd party, not her (She didn't inform me before), and the missing items were theirs. My friend demanded $105 as compensation for the lost items of 3rd party, holding me fully responsible for the accidental loss and denied to take any burden of loss on herself. I paid the amount but suggested that it's fair for me to then seek remuneration for my service of transporting goods from abroad as I compensated for the loss of 3rd party. However, my friend took the money and refused, saying no conditions were set before I agreed to carry her belongings so my claim for service is baseless.

• In a scenario with no prior terms and conditions, is the person carrying someone's goods responsible to compensate for accidental damages or losses during the journey?

• The money I paid, was it their lawful right and permissible for them to keep it in this matter?

• What would be the solution for this issue?

Detailed answer

Praise be to Allah.

Firstly:

If someone is asked to transport some luggage and the like, this luggage is regarded as a trust under his care, and he is not liable for loss or damage unless he transgressed or was negligent, whether he is transporting it voluntarily or in return for payment. That is because in the case of one who is hired or appointed as a proxy, whatever is given to him to take care of is a trust (amanah).

It says in *Sharh Muntaha al-Iradat* (2/202): The proxy is in a position of trust. He is not liable if something is lost or damaged whilst in his care if he has not been negligent, because he is the proxy of the owner in possessing and disposing of it. So if it is destroyed when it is under his care, it is as if it was destroyed when under the care of its owner. This is like one who is given something for safekeeping, or the guardian of an orphan, and so on. It makes no difference whether he does that voluntarily or for payment; if he is negligent or transgresses, then he is liable. End quote.

Leaving the excess baggage in the airport is regarded as negligence, and you should have contacted the owner of the items and worked out an arrangement to transfer those goods and pay excess baggage fees, or left them with someone honest, or told her to come and get them, and the like.

Based on that, you are liable for these goods. If you can find a replacement for them, you must replace them, otherwise you are liable for their value on the day on which they were lost.

Secondly:

If there was no agreement between you regarding payment for transporting the luggage, this means that you were doing it voluntarily, and you have no right now to demand payment.

Anyone who carries luggage for someone else, or does work for him without a prior agreement on payment is doing it voluntarily, so he has no right to demand payment, unless that is his work which he does for a living, such as porters in the airport and the like. They are to be paid, even if there was no prior agreement.

It says in *Kashshaf al-Qina'* (4/206):

Whoever does work for someone else without prior agreement on fees is not entitled to anything. That is because he offered his help without stipulating anything, so he is not entitled to any payment. That is so that no one will be obliged to pay anything that he did not commit to pay. This applies if the one who offered his help was not offering to do something that he does for a living. If he does do that for a living – such as sailors, porters, cuppers, fullers, tailors, real estate agents and so on, and such as those who measure and weigh things, and the like, who earn their living by doing these things – and the owner gives him permission to do that work, then he is entitled to the same wage as his peers, because that is what is customary.

End quote.

Based on that, you are not entitled to payment, because there was no prior agreement to that effect.

You should seek reward with Allah for what happened to you, for the reward with Allah for righteous deeds will not be lost.

And Allah knows best.