Miscellaneous Issues in Business

Miscellaneous Issues in Business

Q1596. If a finished product has been assembled, using different components then put for sale as the product of a particular foreign country, does this amount to cheating and deception? Assuming that it is, would the deal concluded between the seller and the buyer be valid in case the latter does not know about it?

A: Should the components or the very product be identifiable by the buyer, there is no case for swindling. However, promoting these products contrary to their nature amounts to lying and is, therefore, ḥarām. Should the sale be concluded, in that their description does not reflect reality, the deal is valid. But, if the purchaser discovered the truth about the goods, he has the right to revoke the sale agreement [and return the goods].

Q1597. Is it permissible for manufacturers and traders to label their products using a foreign language in order to attract the attention of potential buyers?

A: There is no harm in doing it provided that it is not designed to dupe the buyers, and that it is not considered propagating alien culture.

Q1598. What is the ruling in the matter of cheating, lying, and deception in dealing with non-Muslims with a view to benefiting financially or scientifically?

A: Lying, deception, and cheating in any sort of dealing, even if the other party is non-Muslim, are not permissible at all.

Q1599. What is the acceptable maximum margin of profit in trading?

A: There is no specific ceiling for that in itself. There is no harm in it provided that it does not lead to overcharging the buyer. However, it is preferable, if not mustaḥabb that the seller be satisfied with a margin of profit that is sufficient for his provisions.

Q1600. An owner of a source of water sold the same quantity/ quality of water to different buyers at different prices. Are we justified in complaining about the differential treatment?

A: If the vendor of water is the rightful owner or he has a right to it according to Islam, concluding separate deals with the buyers, the buyers have no right to object to the difference in the sale price.

Q1601. Can I resell the goods that I bought at a government-subsidized price for, say, three times the original price?

A: There is no harm in it provided that there is no official ban on doing so and the sale price is not exorbitant.

Q1602. I produce computer hardware. Am I justified in selling the products at the market price that is governed by the forces of offer and demand?

A: If the prices are not fixed by the government, there is no objection to selling goods at the price concluded between the vendor and the purchaser as long as it is not exorbitant.

Q1603. What is the Islamic ruling in the matter of capitalism? Is it permissible for a person to become ultra-rich provided that they meet their religious obligations, i.e., by paying the dues of the poor and the needy? Is the war waged by Islam against capitalism confined to the wealth of those people who do not pay khums and zakāt, or is it a total war? And is it feasible for anyone to be excessively rich, although they pay religious dues on their wealth?

A: The religious dues that should be payable by the wealthy are not confined to zakāt and khums only. Islam is not against the creation of wealth provided that it is earned through lawful means and that one should be committed to paying all religious dues. Investing such wealth should be in the interest of Islam and Muslims. Provided people adhere to those principles, there is no objection to their becoming wealthy in the process.

Q1604. Someone asking another to buy him a car is commonplace in this day and age. Upon buying the car, the second party asks the first one to top up the purchase price by a particular amount. This extra amount is in return for the effort and time the second party had put into shopping around and getting the best deal. Is such type of a transaction proper?

A: Should the second party act as agent in purchasing the car, it is not within his right to ask for an extra amount over and above the purchase price. That said, he has every right to ask for remuneration for acting as agent. If the second party buys the car with his own money and sells the same to the first party, he has the right to sell it for the price both the parties agree to. It is to be noted, though, that the second party must not lie about the actual purchase price. Yet, lying would not detract from the validity of the sale.

Q1605. Car mechanics and repairer men are approached by car dealers to do shoddy jobs, aiming to reduce the cost and be able to sell them at good prices. Are they justified in what they are doing?

A: It is not permissible if it leads to duping the potential buyer into not seeing the defects of the car.