

TAWARRUQ, ITS REALITY AND TYPES

by

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In the name of Allah, the Most Beneficent, the Most Merciful

Introduction

Praise be to Allah, Lord of the universe, may Allah's peace and blessings be upon the Prophet who was raised to be a mercy for the universes, his Household, his Companions and those who follow him.

Tawarruq is one of the distinguished *Shari'ah* transactions that is predominant in Islamic finance nowadays. This is because many Islamic banks and foundations introduce financial product related to *tawarruq*, based on the *fatwa* that were issued by their *Shari'ah* boards. This financial product that is based on the sale of *tawarruq* (papering or paper money) aims to provide liquidity to banking customers, in which they will immediately receive an amount of money vis-à-vis their commitment to pay a deferred amount that is more than the cash that they have received. This deferred payment will be established via an agreement to buy a commodity on deferred basis, and then sell it to a third party who is not the first seller, at a price less than the initial selling price. With this mechanism, many financial institutions have begun to engage in this type of transaction, as other Islamic financial institutions decide to engage in this financial transaction.

Linguistic definitions at-tawarruq

This term is derived from the word paper and dirham coined from silver or money minted from dirham. Its plural is '*awraaq*' i.e. 'paper replacing monies/paper money'. It was so called, because the buyers of a certain commodity sell that commodity using paper, with the purpose of getting the paper (liquidity) and not the commodity. The term 'paper' here means different types of money.¹

¹ Lisaan Arab (waraq), Qomus muhiith 1198, Misbau Munir 103/2

Technical meaning of *tawarruq*

This is when someone buys a commodity at a deferred price, and then sells it for cash to another party, i.e. at a lesser price than the original purchase price, which is going to be paid on deferred basis¹. If he sells it to the first seller, it then becomes the prohibited sale of *'inah*. Conversely, if he sells it to a third party, it then becomes *tawarruq*.

The difference between *tawarruq* and *tawriiq*

Many researchers have mixed up the term *tawarruq* and *tawriiq*. The definition of *tawarruq* has been mentioned above. However, *tawriiq* means documentation (*taskiik*). This means transferring existing commodities into *sukuk*, which are subject to circulation. This type of arrangement needs to be guarded by certain restrictions and procedures, in order to attain the *Shari'ah* criteria that are based on investor's ownership on the assets that yield income. The acceptable deeds (*sukuk*) are the likes of *sukuk* of *ijarah* (leasing), *sukuk* of *salam* (advance payment) and *sukuk* of *mudharabah* (profit sharing). The rulings for all these *sukuk* are based on certain *Shari'ah* criteria. The process of issuing *sukuk* can be divided into different parts, with the view of protecting the *sukuk* bearers and the integrity of their circulation, with the reference to that *sukuk* *ijarah* can be of long-term application, via the different amounts that is in agreement with the *Shari'ah* criteria, which can create different returns for the *sukuk* bearer.

The difference between *'inah* and *tawarruq*

According to the Hanafi School of Thought, *'inah* is when someone buys something at a known price (on deferred basis), and then resells it to the original seller for cash, in which the second sale price is less than the deferred sale price².

According to the Maliki School of Thought, *'inah* happens when someone sells a commodity of ten Dinar in cash to another person. He then buys it from him (the same person) at twenty Dinar, i.e. on deferred basis or vice versa¹.

¹ Maosuu'ah Fiqgiyyah Kuwaitoyyah (waraq)

² see tabyiin haqaaiq sharhu kanz daqaaiq 4/53, 54

According to the Hanbali School of Thought, *'inah* happens when someone sells a commodity at a deferred price. He then buys it for cash (from the same purchaser) at a lesser price or vice versa².

According to the Shafi'i School of Thought, *'inah* happens when someone sells a commodity to another on deferred basis (for a known period), and then buys it back from him at a price lesser than the deferred price³.

From the previous definitions, according to the jurists, it has been shown that there is a difference between *'inah* and *tawarruq*. *'Inah* consists of two parties; the seller is the party who buys the commodity at a certain price, and the buyer is the second party who buys the commodity at a higher price, and on deferred payment. But in *tawarruq*, there are three parties, i.e. the seller, buyer and the third party. The first party buys the commodity from the seller, and then sells it to the third party who is not the first seller.

'Inah is prohibited by majority of the jurists, because it leads to *riba*. It falls within the prevention of things that causes prohibited actions (*saddu zhara'i*). For example, the path that leads to *haram* is also *haram*. *'Inah* leads to *riba*, because there is a difference in the price, i.e. between the cash and deferred price. The prohibition of *'inah* is reported in a Hadith of Ibn Umar-radiyallahu anhuma, who says that, "The Prophet pbuh says, 'when you deal with *'inah*, and pursue the tails of cow and leave jihad in the way of Allah, Allah will then send unto you a disgrace which will not be raised for you until you return to your religion.'" (Reported by Abu Dawud).

There is also the Hadith of Aisha - may Allah have mercy upon her - from 'Aliyah bint Aifa', that she said, "I, a maid and wife of Zaid ibn Arqom went to Aisha, the maid said, 'I sold a child of Zaid ibn Arqom at three hundred Dirham to the Ata. Then I bought it from him for six hundred Dirham. She (Aisha) said to her, 'shame to what you bought,

¹ see bidayatu mujtahid wanihayatul muqtasid 2/233

² mawahib Jalil sarhu sayyid Khalil 4/404

³ see raodahtul taalibin 3/814, majmuu'h sarhu muhazzahb for Najib Muti'hi 10/26.

tell Zaid ibn Arqom that he had spoilt his jihad with the Prophet until he repents.”
(Reported by Ahmad).

Types of *Tawarruq*

The Islamic banking system runs two types of *tawarruq* contracts.

The first type is the real *tawarruq*. It happens when a person buys a commodity from a bank on deferred basis. He then sells it to another person or bank for cash, in order to get his needed liquidity.

The second type is organized *tawarruq*. This is when a person buys a commodity from one Islamic bank on credit. He then makes the bank his agent to sell this commodity for him, which he has not received. Sometimes, the bank commissions the seller of the commodity to sell the commodity for the benefit of the customer, by which the price will be directly given to the customer. In most transactions, organized *tawarruq* is done on local commodities, like iron, rice, mechanical tools, motor vehicles and so on. The difference between organized and real *tawarruq* is that the customer in the organized *tawarruq* does not receive the commodity and is not engaged in selling it, but the customer of the real *tawarruq* has the choice to either keep the commodity or to sell it by himself in the market, because he has already taken the commodity with him, in which he can do whatever he likes with it. In organized *tawarruq*, some Islamic banks give various options for the customer. The customer will be given the choice of either taking the commodity with him or to make the bank his agent or appoint a third party who is related to the bank to sell the commodity. In reality, these options are mere formality, because organized *tawarruq* falls under the category of commodities that is difficult for the customer to take or to have his disposal on. Furthermore, if the customer chooses to take the commodity, he will find many problems confronting him, the least of these problems is that he will lose the commodity. So, this forces him to appoint the bank as his agent or the bank chooses someone to sell the commodity on behalf of the customer.

History of banking *tawarruq*

If banking *tawarruq* starts as a new transaction, then it is a negative development for *murabahah*. It was first explored by domestic Islamic banks, and then followed by other banks, most of which were branches and Islamic windows for commercial banks. Then, banking *tawarruq* started with Saudi British Banks in October 2000 and also Al-Jazeera Bank in the late 2002. Then, Saudi America Bank emerges.

Motive behind practising *tawarruq*

The goal of *tawarruq* is to get cash. This is clearly stated in the notices of Islamic Banks and their brochures. The major reason that prompts the said banks and financial institutions to practise *tawarruq* is that in most cases, is to free from the constraints of the balance sheet, as the financial accounting rules take into account the principle of capital adequacy, and provision for managing bad debts (doubtful debts), which would hinder the activities of finance in general, slow down the circulation of capital and reduce the profitability of the Bank. In this case, *tawarruq* is considered an appropriate substitute, due to the fact that it can rotate part of the liquid assets for *tawarruq* of non-liquid assets that guarantee the bank's debts to the other person, without an increase of risks to the bank, that is without any need for a special supervision in the general budget.

Methods for implementing *tawarruq* in banks

- 1- Exchange of debt: In order to practice *tawarruq* within this method, the rights and obligations will be exchanged with new ones. But this needs the consent of all relevant parties, with the possibility of full or partial transfer;
- 2- Forgoing the assets for the benefits of creditors or lenders: This method is commonly used in papering (*tawarruq*) that springs from selling the assets or leasing them, in the contract of rent and sale. The payment will be paid by installment to the original financier, who either transfers the assets to the buyer the debtor or pays them among the remittances agreed upon with contracting on *tawarruq*, and the amount will be recovered from the lenders; and
- 3- Partial participation from the creditor to the Bank: This involves buying the debts and remitting them. The debt seller will not afterward be responsible, if the debtor

is unable to pay the debt. That is why it is compulsory upon the buyers of the debt to confirm the capability of the debtor and his trust. It is observed that there are various ways to protect this buyer between getting the estate assurance and the rights to manage the debt as a legatee.

Rulings on *tawarruq*

Most of jurists allow the first form of *tawarruq* (real *tawarruq*), if the following stipulations are fulfilled:

- 1- Before selling it to the customer, the bank owns the commodity bought and receives it;
- 2- The customer must not sell the commodity that he bought from the bank until he has legally received it;
- 3- The customer can sell the commodity to anyone who is not a party to be transferred to it (commodity) to either the first financier or second, so that it will not become the '*inah* that is prohibited by the *Shari'ah*. Based on this, if a bank acts as an intermediary in buying a commodity from a financial institution and sold it to the customer by installment, it is disallowed to sell it to the first financial institution; and
- 4- There is no prohibition if the customer appoints the bank as an agent to sell the commodity on behalf of him (customer) to the party who is not in agreement to whom *tawarruq* is legal, provided that the sale will not be made to the customer who is an agent of the Bank in sale. In addition, the agency contract must be independent from the sale contract and it will be after the agreement with the bank has been signed.

The evidence on its permissibility

The evidences that are used to allow real *tawarruq* are as follows:

- 1- The commodity must be bought by the person for the purpose of the commodity, like a person who buys a car for using it, or he buys it for the value of the car, so that he can sell it and increase the price. This aim is like the first aim, which is to benefit from the two cases, which have no difference;

- 2- If the sale is complete with its pillars and its conditions, then it is valid according to Allah's saying, "Allah legalizes sale and prohibits Riba."¹; and
- 3- *Tawarruq* is different from *'inah*, which leads to *riba*. *'Inah* is prohibited because the commodity returns to its owner and the increase in money to him because of money. It was reported by Ibn Abbas that a man sells velvet to another at one hundred Dirham and bought it back at fifty Dirham. When Ibn Abbas was asked about that, he said, "This is a Dirham with Dirham, which contains velvet between them"². This means that it is not found in *tawarruq*³.

This is the view of majority of the scholars. Among the scholars who allow it are the Hanafi scholars, Maliki, Shafi'i and Hanbali⁴.

Most of Shari'ah supervisory boards of Islamic financial institutions have also allowed it. The permanent Committee for Research and Fatwa in the Kingdom of Saudi Arabia also allowed it, together with Council for Fiqh, under the League of Islamic World.

Those who disallow it (*tawarruq*) and their evidence

Imam Ahmad was reported to have disagreed to it. In another report, he prohibits it. This last *fatwa* was accepted by Ibn Taimiyyah and his student, Ibn Qoyyim.

Their evidence is as follows

It was reported that Ali Ibn Abu Talib Radiyallahu anhu said, "A difficult time will come that the rich will feel painful with what he has, which he was not commanded to do so, Allah says, 'and you should not forget of the favor among you'⁵ the bad ones will become strong and the good ones will be low, the forced ones will give bai'a, he said, the

¹ Surah Bakarah verse 257.

² See fatawah Ibn Taimiyyah 29/245

³ Abdul Ganiy Abdul Fattah Gunaim in his research (tawriiq) published in chapter four of the contemporary juristic issues, Cairo.

⁴ See Radd Muhtaar 'ala durar mukhtaar 4/244, mabsuut 13/127, mawaahib jaleel 4/393, hashiyah dasuuqi 3/88, raodatu taalibeen 3/418, insaaf fi ma'rifat raabih minal khilaaf 3/337, kasshaf kinaa' 3/186.

⁵ Surah bakarah verse 237

Prophet pbuh prohibited forced sale, doubtful sale (*gharar*) and sale of fruit before it ripens¹.

The point here is that *tawarruq* is a forced sale. The needy is forced to obtain cash by buying a commodity from the rich. Then, he sells it in order to get the cash that he needs, as the rich refuses to lend him money. According to the *Shari'ah*, forced sale is prohibited (dislike). This evidence was investigated to find out that the prohibition for forced sale has no cogent evidence, because the report was found to have someone who was unknown (*sanad*). This was mentioned by Khattab in *ma'alim Sunan*², Ibn Azmi said that the Hadith is *mursal*, and a Hadith *mursal* cannot be used to back up religious issues.

The reason why forced sale is prohibited is unclear in *tawarruq*, particularly in the banking application of *tawarruq*. Al-Khattabi said that, "Forced sale is made for two reasons, one of which is that a person is forced to the contract, in which the contract does not hold. The second is that a person is forced to sell on credit, which burdens him. That makes him sell what he has at a loss, for reasons of necessity. As a human, he should have been left to sell his properties. But he pronounces, borrows and he was deferred to pay the debt, whenever he is in a good condition.

The evidence of those who prohibit it is as follows

- 1- The previous report that Ali Ibn Abu Talib was reported to have said, only that they said that the rejection in that report means prohibition;
- 2- *Tawarruq* is the same as *'inah*, as the aim of the buyer of the commodity is to get cash, and it was reported that Umar Ibn Abdul Aziz -may Allah have mercy upon him –said, "*Tawarruq* is the brother of *Riba*, that it is an origin of *Riba*, the meaning why *Riba* is prohibited is found in *tawarruq* with an increase, by buying

¹ Musnad Ahmad 1/199, Sunann Abu dawud 3/255, book of sales, chapter of sales after forced sale.

² See 3/677

- the commodity, selling it and getting loss in it. The *Shari'ah* does not illegalize a least harm and legalizes a major one¹; and
- 3- Ibn Abbas was reported to have said, “No problem to value a commodity and to be sold with cash, but if a commodity is valued and sold with credit that is Dirham with Dirham.

Allah illegalizes someone to take a Dirham with Dirham more than it for postponement, because this causes a harm to the needy and it is ill gotten money. This meaning is found in *tawarruq*.²

The answer is given to the evidence of those who prohibit it, as follows

The justification for prohibiting *tawarruq* or disliking it is the inclusion of cash. This cannot be a reason for prohibition or dislike. The aim of traders in most transactions is to get more money with a lesser amount. So, the sold commodity is a means for this purpose.

The intention of the contracting parties has no effect. The intentions are only known to Allah. The sale is *haram* if it is not *Shari'ah*-compliant, which has to be realized. The evidence to that is what was reported in Sahih Bukhari and Muslim that the Prophet pbuh appointed a man upon Khaibar. The man brought him a good date (*janiib*) (*janiib* is a good date, and *jamma'* is a bad one). The Prophet pbuh asked the man, “Are all dates of Khaibar like this? He said, “O you the messenger of Allah, we take a sa' of this with two sa' and two sa' with three, the Prophet replied, “Do not do that, sell the juma' (the bad dates). Then use the cash to buy *janiib*. This is because exchange of dates with dates must be equal; dates are among the six usurious components of six categories of *Riba*. This Hadith contains an evidence upon changing the form of contract from *haram* to *halal*, while both situations are the same. From here, the opinion of those who allow it is more predominant than those who disallow it. Allah Knows best.

¹ See Fatawah Ibn Taimiyyah 29/236, 'ilaam waqqi'iiin 3/22

² See Fatawah Ibn Taimiyyah 29/237, 242.

Ruling of organized banking tawarruq

It has been previously mentioned that regarding organized *tawarruq*, the goods will not be completely received, neither from the customer who wishes to buy nor from the bank sometimes. The customer might appoint the bank as his agent to buy the goods and sell it on his behalf before bargaining is completed between him and the bank. Sometimes, the bank might reward the seller of the goods for the benefit of the customer and receiving its price to be given to the customer.

Most organized *tawarruq* run on international goods, like minerals. It can also run on local goods, like iron, rice, air conditioners, cars and so on. Most of the juristic councils and boards of *Shari'ah* supervision are of the opinion that this type of *tawarruq* is *haram*.

Their evidences on this are as follows:

- 1- The above contract is considered as *riba*, because other than cash, the customer does not take anything from the bank. This cash will then be returned later with an increase. The real contract is that the bank lends money to the customer with interest. This commodity is bought only for the purpose of making the contract *Shari'ah*-compliant. That is why the customer does not see the commodity and does not know about it and does not bargain in its sale, because it is not meant initially. The cash is intended from the contract. So, the role of the customer will only be to sign on papers claiming that he is the owner of the goods, and it will be sold for his benefit. Then, the price is credited into his account;
- 2- This contract leads to triple *'inah*. So, it is *haram*. In the local goods that are like cars for example, the bank buys the car from the exhibition centre. The bank then sells it to the customer on credit. Then, the customer appoints the exhibition centre to sell the car. The car will then be sold by the exhibition centre to the bank. Then, the bank will resell it to another customer. This is how papers of the cars rotate various times among the bank, the customer and the exhibition centre, while the car remains in its place, without moving a single inch. To confirm this transaction is the exchange of money for money. The goods only entered it by deception; and
- 3- The bank and the customer sells the commodity before it is received, according to the Hadith of Hakeem Ibn Hizaam - may Allah mercy upon him - which he

reported that, “O my brother, if you buy something, do not sell it until you take it”¹ receiving a copy of certificate of ownership for the mineral or a copy of custom card for a car is not enough to get the legal receipt. The copy is not considered a document of ownership. It is rather a witness that the exhibition centre that deals with the banks in organized *tawarruq* sells one car at one time for many banks, without getting the legal receipt of it. Appointing the bank as the agent of the first party to receive is invalid, because each of them is a seller. The commodity is received by him initially. If the agency is valid, stipulating the receipt will have no meaning.

I accepted the opinion of those who prohibit banking *tawarruq*, based on their evidence. Allah Knows best.

Ruling of reverse *tawarruq* or reverse *murabahah*

Reverse *tawarruq* is also called reverse *murabahah*. The most common features of this transaction are as follows:

- 1- The customer (depositor) appoints the bank as his agent, to buy a limited commodity, and he will instantly pay the price to the bank; and
- 2- The bank will buy the commodity from the customer on credit, with a marginal profit that will be agreed upon.

Some banks run this transaction nowadays under various names, which some of them are reverse *murabahah*, reverse *tawarruq* or turned *tawarruq*. The immediate investment and the investment with *murabahah* (profit) and the likes of modern names.

While looking to these forms of *tawarruq*, there is no difference between them and organized *tawarruq*, which the view point of contemporary jurists has been mentioned about it, in which they have said that it is *haram*. A decision was passed by the Council of Islamic Jurisprudence under the League of Islamic World, which decided on the illegality of reverse *tawarruq*, with the following reasons:

¹ Reported by Ahmad

- 1- This transaction is like the prohibited *'inah*, because the commodity sold is not meant for itself, particularly, the bank previously requires the customer to buy this commodity from them;
- 2- This transaction enters into the concept of (organized *tawarruq*). Most of the reason said about the rejection of banking *tawarruq* are found in this transaction; and
- 3- This transaction negates the aim of Islamic financing, which is joining the financing with real activities, which empowers the development of the economy.

The view of the Council is what I adhere to.

Tawriiq, its reality and its ruling

In order to perfect the benefit of research, I will like to explain about *tawriiq* that some Islamic banks adopt, and to explain the view of the Muslim scholars about it. I have already mentioned the difference between *tawarruq* and *tawriiq*. *Tawriiq* means the debtor deferred his debt to another person, i.e. in a period between its confirmation and its deferment - as *sukuk* that are circulatory in a secondary market. The debtor is not in need of the money, he does only benefits from his right that is in other person's custody, so that he can invest it through *tawriiq*. That is why *tawriiq* refers to an act in the future.

The debtor in this transaction has become a person with liquid cash, after he is the only owner of deferred debt in another's custody. That is how everyone has the ownership of *sakk* (deed) transfer, papering the debts, documenting it is a basis of creating paper money that can be circulated. While the debt is something affirms in the custody, it contains cash and things that can be described in the custody, it is compulsory to differentiate between the two types of debts, i.e. the cash debt and the debt that is still in the custody.

Papering the cash debt

This type of papering (*tawriiq*) is not except if cash is found in the deferred debt. Papering this type of debt, is like

selling the debt to another, who is not the debtor. The debtor, through papering the *sakk* (deed) has sold it to who is debtor with an instant price less than the value written in the *sakk* (deed) either to have been totally sold with a price with the same debt or not. Papering the deferred debt at a price less than the same debt becomes the *riba* of surplus and deferment and papering it with a price not its same make it to be *riba nasiyah*. This is the decision of the scholars, until the Maliki School of Thought allows selling the debt to the debtor those who allow it, based on these stipulations, is the occurrence of receipt. This is not found here, papering the cash debt is prohibited, due to the element of *riba*.

The alternative of the *Shari'ah* for *tawriiq* is real remittance (*hawalah*). This is supported, according to the evidence narrated by Imam Malik in Muwatta that: Sa'id ibn Musayyab, Sulaiman ibn Yasaar, Abubakr Ibn Muhammad Ibn Azm and Ibn Shihaab all prohibit that a man to sell a wheat with a gold on credit, then to use the gold to buy dates before receiving the gold from its seller whom he bought the wheat from. But if he uses gold that he used to buy the wheat before receiving the gold and transfer the person he buys the dates from to his debtor who sold the wheat with the gold who has the price of dates upon him, this is alright¹.

Papering the debt in the another's care

The debt in the custody is limited with prohibiting descriptions of *jahalah* and *gharar*, according to the known criteria, either it was in farm crops, like seed or animal products, like milk and the likes or other products. Islamic financial institutions have made a value of those commercial products in the form of *sukuk* or shares and called them *sukuk mudarabah* (deeds of speculation).

If the deed of *mudarabah* or share represents a common share in the *mudarabah*, as the *mudarabah* could be a mixture of *'inah* goods and debts of *murabahah*, each case has a legal ruling different from others, as follows:

¹ See Muwatta Imam Malik 2/499

The first case: If the basis of *mudarabah* contains ‘*inah* goods, it can be sold in cash, either at a lesser amount or more or the equivalent. This is like the sale of properties, which is common share. This is allowed, due to the fact that it does not contain *gharar* or doubt of *riba*.

The second case: If the basis of *mudarabah* is *murabahah* deferred debts, then in this situation, it is not allowed to paper these debts in instant cash that is less than the amount of debts. The ruling of this is the ruling of *tawriiq* cash debt.

The third case: If the sack of *mudarabah* is mixed up with ‘*inah* products and debts of deferred *murabahah*, if the goods are more than the deferred debts of *murabahah*, or vice versa, the differentiation needs to be done between these two forms:

The first form: If the properties or the goods are more than the amount of debt, then in this situation, the shares representing the goods and these debts can be sold or papered. The majority bears the ruling of all, and what can be subsequently forgone, might not be for others.

The second form: If the debt of *murabahah* is more than the value of goods, then it is not allowed to paper these debts, because the least can not overweigh the most, and the *Shari’ah* considers that the majority can represent all.

If papering the cash debt in another’s care is prohibited, then remittance can be used, as previously reported from Imam Malik to have allowed it. This then will be considered as the *Shari’ah* alternative for this form of *tawriiq*¹.

Conculsion

To conclude the research about *tawarruq*, its reality and types, I would like to explain the most important findings of this study:

¹ See *tawriiq* by Abdul Ganiy Abdul Fattah Gunaim. Previous source.

1. There is a difference between *tawarruq* and *tawriiq*, as there is a difference between ‘*inah* and *tawarruq*;
2. Islamic banks run two types of *tawarruq* contracts, which are real *tawarruq* and organized *tawarruq*;
3. The majority of past and present jurists allow the first form of *tawarruq*, due to the fact that it is free from *riba* and it does not contain any form of ‘*inah* contracts. However, the second form of *tawarruq* is prohibited by most of the contemporary juristic councils, because of the *riba* that is found in it. The reality of this transaction is that it is a loan with interest from the bank to the customer, and commodity that exists in the contract is a means of deceit to reflect that the contract is *Shari’ah*-compliant. This contract leads to triple ‘*inah*, which is prohibited by majority of the scholars. I chose this opinion because of its strong evidence;
4. It also appears to me that during the research that reverse *tawarruq* or reverse *murabahah* are also prohibited transactions, due to the fact that this transaction is found in (organized *tawarruq*) that has been previously prohibited;
5. Lastly, it appears to me that *tawriiq* is when the debtor makes his deferred debt in care of other circulatory *sukuk* (deeds) in a secondary market, which flows in two ways. In the first way, there is no disagreement that it is prohibited because it contains surplus and credit *riba*, which means the sale of debt with a spot price less than the amount written in the *sakk* (deed). The second way is to issue the paper of the debt, which is still in the care of another. In most of the time, the circulatory *sukuk* can be amount of trade offers either they are the same or value. The scholars differ upon the permissibility or impermissibility of this form. I chose the opinion of those who say it is allowed. Allah Knows best.

Our last prayer is to say, “Praise be to Allah, Lord of the universe.”

Translated and edited by:

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