



The first question of Fatwa no. 2158

Q 1: What is the ruling on leasing agricultural land? Should the lessee pay the landlord from the crops grown on the land according to an agreement or may he pay a certain amount of money regardless of the loss or gain?

A: It is permissible to lease agricultural land for an amount of the crops grown on it; for example the lessee takes one third or one fourth of the crop. If the lessee cultivates the land, he has to pay the rent from the crops. If he does not cultivate it and had no legal excuse for not doing so, the landlord takes all his rent. They calculate how much the land may possibly reap in its best case, for example 5,000 units, in its medium case for example 4,000 units and in its worst case for example 3,000 units. After that the landlord takes three quarters of the rent, according to the estimation of the medium case. Also, it is permissible to rent agricultural land for a specified sum of money which the tenant pays to the landlord whether or not he cultivates the land.

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May Allah grant us success! May peace and blessings be upon our Prophet Muhammad, his family, and Companions!

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