

## Fatwa no. 17441:

Q: Someone car dealers sell cars in installments. They sell a car in monthly installments for a total sum of, for instance, fifty thousand riyals, on the agreement that this will be paid as one thousand and five hundreds riyal per month. However, a purchaser may tell such a seller "I am ready to give you the rest of the money that I owe you now; but how much is the discount you will give me for this?" It is worth mentioning that this practice is widespread amongst most of the dealers who work in the same field.

We hope that you provide the questioner mentioned above with your beneficial answer. Also, what is the ruling in case that

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the purchaser tells the seller that the former is going to pay the latter all the due money, without conditioning or requesting any discount, but then the seller tells the purchaser that a discount of three thousand riyal will be given to them. We hope you provide us with your beneficial answer regarding the foregoing question. May Allah safeguard you and guide you to all goodness. May Allah's Peace, Mercy, and Blessings be upon you!

A: The case which is mentioned in the question is known to Fuqaha' (Muslim jurists) as the issue of Da`wa Ta`ajjal (deduction of one part of the price against immediate payment). Scholars have disagreed regarding the permissibility of such a practice. The most proper opinion is that the deduction of one part of the price against immediate payment is permissible. This is according to a narration from Imam Ahmad. Moreover, it is the preferred opinion of the two Shaykhs Ibn Taymiyyah and Ibn Al-Qayyim and it is ascribed to Ibn `Abbas (may Allah be pleased with them both).

We will quote here Ibn Al-Qayyim (may Allah be merciful with him) who said, while justifying the permissibility of the concerned issue: "Because this is the opposite of Riba (usury/interest) for the latter involves an increase in one of the two returns against a respite. On the contrary, the deduction of one part of the price against immediate payment involves the discharge of the purchaser from some of the price against decreasing the respite. Thus, some of the price is decreased against the decrease of some of the respite and this entails a benefit for both the purchaser and the seller. No Riba is thus involved as far as reality, language, and 'Urf (custom) are concerned. Riba is an increase and there is no increase in case of the deduction of one part of the price against immediate payment. Those who considered it Haram (unlawful) drew a Qiyas (analogy) between it and Riba though the difference between saying: "You have either to apply Riba or to pay the due money" and saying: "give me immediate payment and I will grant you one hundred", what a big difference between the two sayings! Consequently, there is no Nas (Islamic text from the Qur'an or the Sunnah), Ijma` (consensus of scholars), or valid Qiyas for the prohibition of the deduction of one part of the price against immediate payment."

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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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