



(Part No : 13, Page No: 336)

Fatwa no. 18736

Q: We own a car rental office, and some of our customers delay their payments, which forces us to sue them in court. Doing so requires effort to follow the case and we have had to appoint a lawyer who charges a certain percentage, such as 15%. Is it permissible to add the costs of the lawyer's percentage and the percentage of the police banning of exit - from the country using our rented cars - to the customer's debts? We sometimes follow up the legal cases through a representative who is hired to attend lawsuits and at other times we attend them ourselves. Is it permissible for us to take the lawyer's percentage, keeping in mind that it is stipulated in the contract that we would pay the lawyer's charges if the matter was referred to the courts.

A: The normal case is that payment should be taken from the customers who owe these debts without any additions. It is not permissible for you to add the lawyer's fees to the customers' as you preserve your money and your interest. This would be considered Riba (usury/interest) which was practiced in the pre-Islamic period and this case is additions made due to delay. Since it is stipulated in the contract which was signed by both parties [the car rental agency and the client who rents the car] that the fees would be paid by the car rental agency, it is not permissible for you to take the fees from the customer as this is a Batil (null and void) condition and should not be considered.

(Part No : 13, Page No: 337)

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

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