

145674 - It is not permissible to add more to the price in return for adding something to the goods after agreeing on the price, unless that is done with the consent and knowledge of the purchaser

the question

I work in admin/accounts position in a stone factory. we get huge orders from customers. we initially give them a price say for 209 pieces price is \$1000 but when actually shipping it we find that there are 210 pieces so we increase the price by another say \$5 and make it \$1005 which is a small amount and client usually do no complain. since \$1000 was initially agreed then we later add \$5 and also put an extra piece, is this allowed? am i doing right thing?.

Detailed answer

If the customer accepts the increase of five dollars in the price in return for an increase in the number of pieces, or it is known from his usual attitude in transactions with you that he will accept it, there is nothing wrong with that, because the condition of mutual consent between both parties is one of the conditions of the sale being valid, and that applies in your case.

But if he does not accept it, it is not permissible to add the extra piece to what he has purchased from you in return for adding something to the price. Rather if you discover that this addition has been made, then what is required is to give him the choice between sending it in return for the amount mentioned or taking it away from the total that originally agreed upon, if you agree to that.

Allah says (interpretation of the meaning):

“O you who believe! Eat not up your property among yourselves unjustly except it be a trade amongst you, by mutual consent”

[al-Nisa' 4:29].

Ibn Maajah (2185) narrated that Abu Sa‘eed al-Khudri (may Allah be pleased with him) said: The Messenger of Allaah (blessings and peace of Allah be upon him) said: “Transactions may only be done by mutual consent.”

Classed as saheeh by al-Albaani in Saheeh Ibn Maajah.

If the transaction is not done on the basis of agreement, then it comes under the heading of a forced transaction, and is not valid.

Zakariya al-Ansaari said in Asna'l-Mataalib (2/6):

Forced sales are not valid because of the verse (interpretation of the meaning): “Eat not up your property among yourselves unjustly” [al-Nisa’ 4:29] and because of the report: “Transactions may only be done by mutual consent.” End quote.

Shaykh al-Islam (may Allah have mercy on him) said:

“A forced sale for which there is no legitimate reason is not binding, according to the consensus of the Muslims. End quote.

Majmoo‘ al-Fataawa, 29/199

The same applies when buying, as was stated in al-Istiqaamah, 2/321

And Allah knows best.

See also the answer the questions no. [1847](#) and [129847](#).