

308096 - If one of the conditions of the loan is that one should produce an invoice for purchase of household appliances, is it permissible to produce a fake invoice?

the question

I took out a loan without interest, with repayment to be made by instalments. One of the conditions of this loan is that I have to provide a fake invoice for an electrical household appliance intended for use at home, so that that invoice may be included in the loan application file. Please note that you can ask for this invoice from any store selling household electrical goods, and it is a fake invoice, with no signature, fingerprint or anything. It only includes your name, and there is no obligation to buy these items; all it does is show the total amount required for the items one intends to buy, which is the same amount that I am going to borrow. The shop owner knows that I am not going to buy these items, and the lender does not verify whether the loan will be used to buy them. Now, after taking out the loan, I do not want to use it to buy these items; rather I want to use it for other things. What is the ruling on that? If it is not permissible, then what is the solution?

Detailed answer

If the lender stipulates that you should buy appliances with this loan, or he will only lend to one who needs to buy these appliances, then it is not permissible to use tricks to get this invoice, and it is not permissible to use the loan for anything except what is stipulated.

The basis for that is the words of the Prophet (blessings and peace of Allah be upon him): "The Muslims are bound by their conditions." Narrated by Abu Dawud (3594); classed as sahih by al-Albani in *Sahih Abi Dawud*.

Al-Bayhaqi (14826) narrated from 'Abd ar-Rahman ibn Ghanm that 'Umar (may Allah be pleased with him) said: Rights are defined by stipulated conditions. Classed as sahih by al-Albani in *al-Irwa'* (6/303).

Al-Bukhari said in his *Sahih*: Ibn ‘Awn narrated from Ibn Sirin: A man said to the man whom he hired, along with his mount: Take your mount to the stable, and if I do not set out with you on such and such a day, I will give you one hundred dirhams. Then he did not set out with him. Shurayh said: Whoever stipulates a condition for himself willingly, without being compelled to do that, is bound by it.

End quote from *Sahih al-Bukhari*, the Book of Conditions (Kitab ash-Shurut), Chapter: what is permitted of stipulated conditions.

Shaykh Ibn ‘Uthaymin (may Allah have mercy on him) said: To conclude, the basic principle is that stipulating conditions is something that is permissible and valid, whether that has to do with marriage, buying and selling, renting and hiring, collateral, or endowments (waqfs). The ruling on stipulated conditions in contracts is that if the conditions are valid and permissible, they must be fulfilled, in the case of marriage and other matters, because of the general meaning of the verse in which Allah, may He be exalted, says (interpretation of the meaning): {O you who have believed, fulfill [all] contracts} [al-Ma'idah 5:1]. Fulfilling contracts includes fulfilling all the conditions and clauses thereof, because all of that is part of the contract."(*Ash-Sharh al-Mumti'* 12/164).

And Allah knows best.