

## **423101 - Is it permissible to delegate someone to buy an item then sell it to him before taking possession of it?**

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### **the question**

I invested some money with a trader in car parts. He lives in another country, and because it is difficult for him to keep accounts, we agreed on a way to conduct our business, which is as follows: he buys some items for me and for him from another country, then when my items are delivered to his store, he calls me on my cell and I sell my items to him with a certain margin of profit. What is the ruling on this transaction?

### **Detailed answer**

Firstly:

There is nothing wrong with appointing someone to buy an item for you, then when the proxy buys it, you sell it to him for a profit. For the duration of the proxy period, the item is a trust that is kept with the proxy, and if it is damaged, he is not liable for it, unless he is the one who caused the damage or was negligent.

So if your proxy bought your item and brought it to his own city, it is permissible for you to sell it to him.

But [before you sell it to him] you must make sure that he did actually buy the item and that he received the item that still belongs to you, so that it will not be like a trick to get money from you and return it with something extra.

The basic principle is that the one who buys a thing should not sell it until he has taken possession of it. In this case, when the proxy receives the item it is like the one who appointed him receiving it. So what actually happens is that he appoints the proxy to buy and receive the item, then after that the transaction between them is done face-to-face or over the phone.

In the statements and advice of the Islamic Fiqh Council, statement no. 52 (3/6) it says:

If there is a deal between two parties at the same time, when they are far apart in distance – and this is applicable to transactions done over the phone and wireless communications – then the deal between them is to be regarded as being like a deal between two people that is done face-to-face.

Secondly:

There is nothing wrong with two people buying an item together as partners, with one of them promising the other that he will sell him his share after taking possession of it. So once they buy the item, one of them will sell his share, based on the market price. This is what is called a reduced-number partnership, in which the following conditions are stipulated:

1. It should not be stipulated that you will buy the item from the other partner.
2. It should not be a binding promise.
3. There should be no promise to buy the partner's share on the basis of its value at the time of forming the partnership, because that is guaranteeing to buy the partner's share. Rather the sale should be at the market price at the time of the transaction.

It says in a statement of the Islamic Fiqh Council: The reduced-number partnership is permissible if it follows the general rulings on partnerships and attention is paid to the following guidelines:

a.. There should be no promise from either party to buy the share of the other for the value of the share at the time of forming the partnership, because that is guaranteeing the share of the partner. Rather the price should be determined based on the market value on the day of the transaction, or as is agreed when the transaction is done. End quote.

It says in *al-Ma‘ayir ash-Shar‘iyyah* (p. 206): It is essential that when forming the partnership, there should be no stipulated conditions of buying and selling. Rather the partner may make a promise to that effect that is separate from the partnership. Similarly, the buying and selling should be done in a transaction that is independent of the partnership deal, and it is not permissible for one of the transactions to be mentioned are stipulated in the other. End quote.

See the answer to question no. [150113](#) .

And Allah knows best.