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“Ribā, Interest and Six Hadiths: 
Do we have a Definition or 
a Conundrum?

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Abstract: The Qur’ān categorically prohibits ribā, but does not define it. It is commonly argued that ribā is defined by ḥadīth. At the time of the revelation about ribā, the only type of ribā known was ribā al-jāhiliyyah. If only that type is considered, usury or usurious/exploitative transactions would be prohibited. Later, the scope of the definition of ribā was broadened based on ḥadīth as textual proof, leading to the traditional position that all forms of interest are prohibited. In this paper it is explored whether the commonly-cited hadiths to define ribā hold up as claimed. Based on the analysis presented here, while the Qur’ānic prohibition can be easily understood in the case of ribā al-jāhiliyyah, and the rationale for it is obvious, as the readers would find, it is indeed a daunting task to use ḥadīths to define ribā and justify the broadened scope in terms of the ribā-interest equation.

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Ibn Qayyim: “There is nothing prohibited except that which God prohibits...To declare something permitted prohibited is like declaring something prohibited permitted.” (cited in Thomas, 2006:63)

I. Introduction
The Qur’ān categorically prohibits ribā. However, since there is no unanimity about the definition or scope of this prohibition (Farooq, 2007a), we will use the original term ribā throughout this essay. In the Qur’ān it is specified:

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Those who devour ribā will not stand except as stands one whom the Evil One by his touch has driven to madness. That is because they say: “Trade (bay‘) is like ribā, but God has permitted trade and forbidden ribā. Those who after receiving direction from their Lord desist shall be pardoned for the past; their case is for God (to judge); but those who repeat (the offence) are companions of the fire: they will abide therein. (Qur‘ān, 2: 275)

O ye who believe! Devour not ribā, doubled and multiplied; but fear God; that you may (really) prosper. (Qur‘ān, 3: 130)

If ye do it not, take notice of war from God and His Messenger: But if ye turn back, ye shall have your capital sums: Deal not unjustly, and you shall not be dealt with unjustly. (Qur‘ān, 2: 279)

Among other verses that deal with ribā are: 2:276 and 2:278; 4:160-61. These verses do not really define what is ribā. Based on the historical practices during the period of revelation, what is definitely prohibited in the Qur‘ān is known as ribā al-jāhilīyyah.

The way in which ribā was doubled and redoubled in the pre-Islamic period is expressed by the son of Zayd b. Aslam (d.136/754) as follows: “Ribā in the pre-Islamic period consisted of the doubling and redoubling [of money or commodities], and in the age [of the cattle]. At maturity, the creditor would say to the debtor, ‘Will you pay me, or increase [the debt]’? If the debtor had anything, he would pay. Otherwise, the age of the cattle [to be repaid] would be increased ... If the debt was money or a commodity, the debt would be doubled to be paid in one year, and even then, if the debtor could not pay, it would be doubled again; one hundred in one year would become two hundred. If that was not paid, the debt would increase to four hundred. Each year the debt would be doubled.” (Saeed, 1996: 22)

The exploitation and injustice of such ribā-based transactions are obvious and hardly require further explanation or rationalization. This type of ribā is known as ribā al-jāhilīyyah; according to some eminent Islamic scholars, such as Imām Aḥmad Ibn Ḥanbal, only such riba is unlawful without doubt from the Islamic viewpoint.

The Qur‘ān vehemently condemns ribā, but provides little explanation of what that term means, beyond contrasting ribā and charity and mentioning exorbitant ‘doubling.’ Commentators describe a pre-Islamic practice of extending delay to debtors in return for an increase in the principal (ribā al-jāhilīyyah). Since this practice is recorded as existing at the time of the revelation, it is one certain instance of what
the Qur`ān prohibits. Hence Ibn Ḥanbal, founder of the Hanbali school, declared that this practice - ‘pay or increase’ - is the only form of ribā the prohibition of which is beyond any doubt. (Ibn Qayyim al-Jawziyyah, 1973, 2: 153-154, cited by Vogel and Hayes, 1998: 72-73)

However, gradually, based on ḥadith, the scope of ribā was widened and two types were identified: ribā al-faḍl (primarily related to sales transactions), and ribā al-nasi’ah (sales or debt involving deferment), where the latter corresponded to ribā al-jāhiliyyah. Ibn ‘Abbās, one of the major companions of the Prophet and earliest of the Islamic jurists, and a few other companions (Usāmah ibn Zayd, ‘Abdullāh ibn Mas‘ūd, ‘Urwah ibn Zubayr, Zayd ibn Arqam) “considered that the only unlawful ribā is ribā al-jāhiliyyah” (Saleh, 1986: 27).

It is important to note here that based on (a) ribā al-jāhiliyyah and (b) injustice/exploitation as the ḥikmah (wisdom), usury would be prohibited, but interest in all its forms as it exists in modern economy and finance can’t be necessarily categorized as prohibited. However, for what is not defined by the Qur`ān, definitions are generally sought from the Sunnah/ḥadith. Apparently, the same is claimed in this case of ribā.

Since this notion is widely held, including at the non-specialist levels, we will use as an example IBF-Net, an online forum focused on Islamic Banking and Finance with 4,000+ members who are scholars, experts, researchers, practitioners or students all of whom share interest in this specialized field. On that forum, Thomas participated in a discussion about the definition of ribā and how the Qur`ān and ḥadith play a role in defining it. He wrote: “...there is no difference between the Qur`ān and the ḥadith, but there are six authenticated ḥadiths that allow us to define this forbidden thing”.

Actually, that assertion is based on Thomas’s edited book (2006), and the enumerated ḥadiths are taken from a chapter titled ‘What is ribā?’ His views and works are to be noted, because according to another Shari‘ah expert and member of Shari‘ah Boards of several Islamic Financial Institutions, Sh. Yusuf Talal DeLorenzo: “Abdulkader Thomas has begun in a modest but effective way to emerge as one of Islamic Finance’s most effective voices” (DeLorenzo, 2006: 8). Thus, when a claim that some authenticated ḥadiths ‘allow us to define this forbidden thing’ comes from such an expert, it is worthwhile exploring it, particularly so as since it also represents the typical view that ribā is defined by ḥadith.

It is broadly agreed that the Qur`ān does not define ribā. “The Qur`ān does not explicitly define ribā as one type of transaction or another. ... The
efforts of the *fugahā*’ or judicial scholars like Sh. Zuḥaylī and the examples of the ḥadīth allow us to determine a clear idea of what is *ribā*” (Thomas, 2006: 127).

Interestingly, even second Caliph ‘Umar, one of the closest Companions of the Prophet, regretted about the insufficient guidance on this matter from the Prophet.

**Ḥadīth-1**: ‘Umar b. al-Khaṭṭāb said, “There are three things. If God’s Messenger had explained them clearly, it would have been dearer to me than the world and what it contains: (These are) *kalālah, ribā, and khilāfah.*” (Sunan Ibn Mājah, Book of Inheritance, Vol. 4, #2727; Ibn Mājah adds: “According to al-Zawā’id, the authorities of its *insād* are reliable, but it has *munqāṭī* chain of transmission,” p. 113; *munqāṭī* means an interrupted, broken or discontinuous chain).

At the time of the revelation of the verses about *ribā*, the only type of *ribā* known was *ribā* al-jāḥiliyyah. If only that type is considered, usury (exploitative, exorbitant rate of interest) or usurious transactions would be prohibited. However, later, the scope of the definition of *ribā* was broadened based on ḥadīth. Abdulkader Thomas referred to ḥadīths (and there are more ḥadīths in a number of variations) that are commonly presented by the orthodoxy as textual proof for the definition of *ribā*. Using the broadened definition, the orthodox consider modern interest in all its forms to be prohibited. In this paper, we examine those six ḥadīths to understand better the claim that they define *ribā*. I should clarify that there are definitely many more ḥadīths about *ribā* and our examination goes beyond the few mentioned by Thomas. The only significance of the ‘six’ in the title of this essay is the claim of an expert in Islamic finance that these ‘six ḥadīths’ (or themes of ḥadīths, identified as ‘Theme’) define what *ribā* is. I should also note that the presentation below is not affected by ḥadīths other than those six.

**II. Some Pertinent Points about Ḥadīth**

Thomas (2006) enumerated six specific ḥadīths. However, before we discuss those, a few things about ḥadīth need to be understood, as there are several myths or misperceptions, such as the following:

1. If a ḥadīth quotes the Prophet, we know that’s exactly what the Prophet said.
2. The *Ṣaḥīḥ* collections contain ḥadīth that are indisputable.
3. There is no contradiction among hadiths on the same topic, or among narrations of the same hadith.

4. Hadiths provide knowledge or information that is certain or definitive.

In this paper, myths 1 and 4 are particularly relevant. It is important to note that a hadith being sahih (authentic) does not necessarily mean that it provides definitive (or certain) knowledge. Only mutawatir type of hadith - a hadith which is reported by so many people from so many people that they cannot be expected to agree upon a lie, all of them together - yields certain knowledge about a particular matter. Even then, only mutawatir bi'il-lafz (mutawatir hadiths that contain exact words in each chain) belongs to this category of hadith that yields certainty of knowledge. Mutawatir bi'il-ma'na (mutawatir hadiths that contain only similar but not exact words in each chain), do not bear the same weight. There are very few hadiths that belong to the first type, mutawatir bi'il-lafz. Indeed, scholars have identified fewer than a dozen hadiths in this category. Non-mutawatir hadiths are known as ahhad (solitary). Since mutawatir hadiths are fewer than a dozen (out of hundreds of thousands of hadiths including the variations of chains), it can be said that virtually all hadiths, including sahih hadiths, are ahhad and yield only probabilistic knowledge.

They can still be reasonably reliable for guidance. Muslims should utilize them for guidance and solutions, if properly authenticated in terms of both chains and contents, as long as we (a) acknowledge the probabilistic nature of the source and do not claim certainty in regard to the issue in question, (b) do not formulate laws, codes or dogmas that are too rigid or harsh, especially pertaining to people’s life, honour and property, and (c) do not claim finality in terms of authoritativeness of any laws, codes or dogmas that are arrived at using such probabilistic sources.3

Let me note one other point as an illustration before we delve into a detailed discussion about those hadiths. Like many other such works, a critical weakness of Thomas’ book is that adequate care in dealing with all the hadiths is not easily notable. Let me illustrate by referring to one scholar, Sh. Wahbah al-Zuhaayli, a contributor to the book. As introduced therein, Sh. Zuhaayli is “the Dean of the College of Shari’ah at Damascus University and a member of numerous Shari’ah supervisory boards governing Islamic banks. His work Fiqh al-Sunnah wa-Adilatuha is one of the leading and most widely relied upon manuals of modern Islamic jurisprudence” (Thomas, 2006: 8).
In the chapter The juridical meaning of Ribā' Sh. Zuḥaylī cites a ḥadīth as follows: Ḥākim relates on the authority of Ibn Mas'ūd that the Prophet said, “Ribā' is of seventy three kinds, the lightest in seriousness of which is as bad as one's marrying his own mother; for the Muslim who practices ribā' goes mad” (Thomas, 2006: 27). Endnote #6 adds: “Related by Ibn Mājah in a shortened version, and by Ḥākim in its complete form, deeming it rigorously authenticated.” There are many other ḥadīths of the same meaning, some of which include the phrase, “Ribā' consists of seventy categories,” and in others, “Ribā' consists of seventy two categories” (Thomas, 2006: 49). Interestingly, Ibn Ḥajar al-Asqālānī, one of the foremost ḥadīth scholars (852 AH), has noted about Ḥākim (and a work of Ibn Jawzī): “A Great Collection of Fabricated Traditions by Ibn Jawzī is as unreliable in its declaring the grade of ‘forged’ as Mustadrak al-Ḥākim is unreliable in its declaring the grade of ‘sound’ (ṣaḥīḥ).”

We can begin with the relatively minor issue of the discrepancy, seventy vs. seventy-two. Actually, the difference is much wider. Traditionally, such discrepancies have no bearing on the acceptability or not of such ḥadīths even though it is quite clear that something is wrong here because some reports contend seventy, some seventy-two, some seventy-three and others suggest other numbers. However, it is unwise for Muslims to take such scholars’ words at face value. Let us explore further. Sh. Zuḥaylī cites the ḥadīth reported by Ibn Mājah as well as Ḥākim, and this is what Ibn Mājah has to add as commentary to that ḥadīth. According to al-Zawā'īd, its isnād contains in it Najsh b. ‘Abd al-Raḥmān Al Ma‘shar. The scholars are unanimous on declaring him qā'īf (i.e. weak) (Sunan Ibn Mājah, Vol. 3, #2274, p. 351).

So, how is this ḥadīth ‘rigorously authenticated’? Or, is Sh. Zuḥaylī claiming this about the longer version of the ḥadīth that Ḥākim reported? If he is then why refer to Ibn Mājah, but not clarify that it is classified qā’īf by Ibn Mājah himself? But the problem with this ḥadīth is even deeper. Many other ḥadīth scholars have also disputed its authenticity (Eesa, n.d.).

Thomas’ book deserves special attention because the author elevates the controversy about interest to the level of belief and disbelief. “Ribā' is part of a broader problem of belief and behavior. Refusing to combat ribā' is akin to disbelief. Conceding the argument that money has an intrinsic value is potentially a greater act of disbelief” (Thomas, 2006: 133).
Raising any issue to the level of belief and disbelief is a serious matter. Raising an issue such as whether money has an intrinsic value to the level of “potentially a greater act of disbelief” is not just unwarranted, but also seriously presumptuous and judgmental. As it is generally agreed that the Qur’ān doesn’t define ribā but (it is claimed) that ḥadith does, readers need to watch the ḥadiths mentioned in such works since they either have to assume that the quoted ḥadith are authentic (unless mentioned otherwise) or they would be informed that the ḥadiths are ‘authenticated’ (even ‘rigorously authenticated’). However, conscientious readers should never defer their own due diligence to others.

In the following segments, the pertinent ḥadiths will be discussed in assessing the assertion that ribā is defined by certain ‘authenticated’ ḥadiths. It is important to keep in mind that even though Islamic scholars utilize and apply ḥadith rather broadly in formulating Islamic laws, the scholars also generally agree and acknowledge that even authentic (ṣaḥīḥ) ḥadiths yield only probabilistic knowledge (Farooq, 2008b).

It should also be noted that in examining pertinent ḥadiths the six specific ḥadiths that Thomas cited and referenced in his book, are identified. Of course, other ḥadiths beyond those six are also examined for greater comprehensiveness. Thomas’ citation is incomplete which is quite common with many writers. In case Thomas or others did not offer those, appropriate citations have been added to the examination of the relevant ḥadith. Since several ḥadiths are examined throughout this essay, I have used the following numbering protocol: (a) The six cited by Thomas were organized under six different themes (e.g. Theme I, II, ...) and specific ḥadiths are listed as, for example, I.a, I.b, II.a, II.b, II.c, ...; (b) All the ḥadiths are presented sequentially (e.g. H-1, H-2, H-3,...); (c) Also, except for those that include comments or annotations citations of ḥadith are immediate, rather than deferring them to endnotes.

III. The Six (Themes of) Ḥadith

3.1. Ḥadith I: Theme – ‘No ribā in spot transactions’ or ‘No ribā except in deferment/credit’

Ḥadīth-2 I.a.: From Usāmah ibn Zayd: The Prophet said: “There is no ribā except in nas’āh [waiting].” (Ṣaḥīḥ Bukhārī, Kitāb al-Buyū, Bāb Bay’ al-dīnār bi’l-dīnār nasa’an, Vol. 3, #386)

This ḥadith has several variations. None is mutāwātir. Notably, this ḥadith in all its variations is quite categorical that there is no ribā in hand-to-hand or spot transactions. Thus, any otherwise-permissible transaction or spot transaction can not involve ribā. Even the orthodoxy accepts these ḥadith as authentic (ṣaḥīḥ) even though they establish no certainty of knowledge since they are not mutawātir. However, if taken literally, as Iqbal Ahmad Khan Suhail opines in his book: "these narrations demolish the self-invented castle of ribā al-faḍl" (Suhail, 1999: 8).

The ḥadith narrated by Usāmah - “There is no ribā except in nasī‘ah or deferment” - suggests that deferment or credit involves ribā. However, it is well-known and supported by many ḥadiths that the Prophet had entered into credit-purchase transactions (nasī‘ah) and also that he paid more than the original amount. Also, "Ṣaḥābah have paid more than the original amount at the time of repayment and the Prophet approved of it" (Suhail, 1999: 84).

Hadith-4: Ṣaḥīḥ al-Bukhārī, Vol. 3, #282, Narrated ‘Ā‘ishah: “The Prophet purchased food grains from a Jew on credit and mortgaged his iron armor to him”. (ishtarā ṭa‘āman min yahūdī ilā ajalin wa rahmahū dir‘an min ḥadid; in al-Bukhārī, Vol. 3, #309 the hadith is narrated with nasī‘ah, instead of ajal)

Hadith-5: Ṣaḥīḥ al-Bukhārī, Vol. 3, #579, Narrated Jābir bin ‘Abdullāh: “I went to the Prophet while he was in the Mosque. (Mis‘ar thinks that Jābir went in the forenoon.) After the Prophet told me to pray two rak‘ah, he repaid me the debt he owed me and gave me an extra amount”.

Hadith-4 is stated without any qualification: there is no ribā except in nasī‘ah. Of course, there are other ḥadiths, also ṣaḥīḥ, which add further qualifications. However, if deferment or credit-based transactions (nasī‘ah) does involve ribā, where the latter is categorically prohibited in the Qur‘ān, then how did the Prophet engage in purchases with provision for deferred payment (Hadith-4, ajal)? Of course, this type of mortgaging or using pawnbroker’s service is recognized as Islamically valid and acceptable, as illustrated through this hadith. Also how did he pay extra (another meaning of ribā, which means “excess”) as in Hadith-5 above? Are we to assume that
the Jew who offered food to the Prophet on credit did not benefit from the transaction? And in case he did, wasn’t that *riḍā*? It should be noted that while deferred/credit purchase such as in Ḥadīth-4 is permissible, buying food on credit (either on a secured or unsecured loan) implies a much greater vulnerability of the buyer/mortgager than it is in a profit-oriented, commercial transaction. Also since this was a valid and common practice, why the emphasis in these ḥadīths that they were paid extra in debt repayment?

Some might argue that voluntary extra payment in case of a loan without any ‘stipulation’ of excess is permissible based on ḥadīths, such as Ḥadīth-5. However, it is contradicted by other ḥadīths: “*Every* loan that attracts a benefit/advantage is *riḍā*.” Without getting into the issue of authenticity of any such narration, orthodox advocates of Islamic finance and banking commonly use such ḥadīth. (Rahman, 2005, Guidance Financial, n.d., slide 23; Usmani, 1999: section No. 101). If that is accurate, then there is no provision to differentiate between loans with ‘stipulated’ excess and voluntarily paid extra. How can ‘all’ loans which accrue a benefit to the lender be *riḍā*, but not gratuitous loans? It seems like having one’s cake and eating it too. To cite the ḥadīth “All loans with a benefit to the lender is *riḍā*” in order to justify prohibition of any loans with an extra, but then to limit the prohibition only to the loans with ‘stipulated’ excess, to reconcile the ḥadīth that allows voluntary extra payments is a definite an attempt to reconcile the irreconcilable. Indeed, it is another fundamental problem that due to many contradictory ḥadīths, many jurists or commentators have a penchant for selective use of ḥadīths as textual evidence.

Of course, it could also be argued that both the above-mentioned ḥadīths are from a period before *riḍā* was prohibited. However, we would then indulge in drawing an inference since there is no definitive knowledge or information, to support such an argument.

3.2. Ḥadīth II-III: Theme - In case of loans, no excess is to be accepted by the lender

Ḥadīth-6 II.: From Anās ibn Mālik: The Prophet said: “*If a man extends a loan to someone he should not accept a gift.***” (*Mishkāt*, op. cit., on the authority of Bukhārī’s Tārikh and Ibn Ta’āmil’s al-Muntakāb)

Ḥadīth-7 III.a.: From Abū Burdah ibn Abī Mūsā: I came to Madinah and met ‘Abdullāh ibn Ǧalām who said, “You live in a country where *riḍā* is rampant; hence if anyone owes you something and presents you
with a load of hay, or a load of barley, or a rope of straw, do not accept it for it is *ribā*” (*Ṣaḥīḥ al-Bukhārī*, Vol. 5, #159).

**Ḥadīth-8** III.b.: Narrated Abū Umāmah: The Prophet said: “If anyone intercedes for his brother and he presents a gift to him for it and he accepts it, he approaches a great door of the doors of *ribā*.” (*Sunan Abū Dāwūd*, Vol. 2, #3534)

All these reports above relate to the same theme. A lender should not accept any excess (even in the form of gift) as part of, or with the repayment of the principal. **Ḥadīth-6** is not from any primary ḥadīth collection. *Mishkāt* is a secondary source. Also, the two other sources, Bukhārī’s *Tārīkh* (history) and Ibn Taymiyyah’s *al-Muntaqā, as referred to in Thomas, are not ḥadīth sources either. **Ḥadīth-7** is from *Ṣaḥīḥ al-Bukhārī*, but it is actually an *āthār* (statements or reports from the Companions themselves), and also neither of the preceding two reports is *mutāwatir*.

The implication of these reports is quite clear. They emphasize the role of the lender. Nothing in excess of the principal should be accepted by the lender. It says nothing about the borrower not paying anything extra. Yet, reports that disallow lenders to accept any extra amount are at odds with the Prophetic practice insofar as he himself offered extra and the lender accepted it [see **Ḥadīth-5**]. Why would the Prophet forbid lenders to accept any extra, while he paid extra? If this constitutes *ribā* and it is prohibited - whether in the Qur’ān and/or ḥadīth, how must one reconcile the fact that, in another ḥadīth, both the receiver and payer of the *ribā* are considered equally guilty?

**Ḥadīth-9**: *Ṣaḥīḥ Muslim*, Vol. III, No. 3854: Abū Sa‘īd al-Khudrī (r) reported God’s Messenger (p) as saying: “Gold is to be paid for by gold, silver by silver, wheat by wheat, barley by barley, dates by dates, salt by salt, like by like, payment being made hand to hand. He who made an addition to it, or asked for an addition, in fact dealt in *ribā*. The receiver and the giver are equally guilty.”

Also, the two ḥadīths in themes II-III are contradicted by other ḥadīths where the Prophet approved of extra payments in settlement of debts. There are also cases where settling of in-kind borrowing involved better quality than the original.

**Ḥadīth-10**: Narrated Abū Hurayrah that the Prophet borrowed a two-year-old camel and returned a similar camel, and in addition he gave another camel, and said: “Best of you are the best in returning your
debts." (Suhail, p. 106, quoting Jāmi' al-Tirmidhī, Kitāb al-Buyū', v.6, No. 56)

Ḥadith-11: Šāhīh Muslim, Vol. III, No. 3899: Abū Hurayrah (r) reported: God's Messenger (p) took a camel on loan, and then returned him (the lender) the camel of a more mature age and said: 'Good among you are those who are good in clearing off the debt.'

Ḥadith-12: Muwattā', Kitāb al-Buyū', No.1368 Mujāhid reported that ‘Abdullāh ibn ‘Umar took some dirhams as a loan and paid back better dirhams. The man said, “Abū ‘Abd al-Raḥmān. These are better than the dirhams which I lent you.” ‘Abdullāh ibn ‘Umar said, “I know that. But I am happy with myself about that.”


There could be an argument that ḥadīths disallowing the lender to accept anything extra were from a period before ribā was officially prohibited. If indeed correct, then those ḥadīths may not be cited for prohibition of ribā. Furthermore, if the argument that those ḥadīths were from pre-prohibition period was valid, then once again, we would face the reality that no definitive information or corroboration to that effect exists. Is there?

Another plausible explanation is that ḥadīths that disallow lenders any excesses pertain to qard ḥasan, (Qur'ān, 2: 245), a non-profit or gratuitous loan out of benevolence. If so, then those ḥadīths simply reinforce the verse about qard ḥasan. However, by the same token, any profitable transaction, whether interest-based or not, wouldn’t be covered by those ḥadīths.⁴

Some argue that such voluntary extra payment is all right, but not if such extra is stipulated by the lender. However, the reason such argument is invalid is because ribā al-jāhiliyyah, the type indicated in the Qur'ān, was not based on stipulated excess.

Indeed, ribā related ḥadīths do not use the term 'loan' (qard) or 'debt' (dayn). Abdullah Saeed discusses the following based on Muḥammad Rashīd Riḍā (d. 1935), an eminent scholar and the disciple of Shaykh Muḥammad 'Abduh:

... [N]one of the authentic ḥadīth attributed to the Prophet in relation to ribā appears to mention the terms, 'loan' (qard) or 'debt' (dayn). This absence of any reference to loans or debts in ribā-related ḥadīth
led a minority of jurists to contend that what is actually prohibited as *ribā* is certain forms of sales, which are referred to in the ḥadith literature.⁹

3.3. Ḥadith IV-V: Theme - Barter/Trade except spot transactions or likes (in quality or quantity) of certain commodities is prohibited

**Ḥadith-14** IV.a.: From Abū Sa‘īd al-Khudrī: The Prophet (p), said: “Do not sell gold for gold except when it is like for like, and do not increase one over the other; do not sell silver for silver except when it is like for like, and do not increase one over the other; and do not sell what is away [from among these] for what is ready.” (Ṣaḥīḥ Būkhārī, Kitāb al-Buyū‘, Bāb bay‘ al-fiḍḍah bi’l-fiḍḍah, Vol. 3, #385; also *Muslim*, Vol. III, No. 3845, Tirmidhī, Nasā‘ī and Musnad Aḥmad)

**Ḥadith-15** IV.b.: From ‘Ubādah ibn al-Ṣāmīt: The Prophet (p), said: “Gold for gold, silver for silver, wheat for wheat, barley for barley dates for dates, and salt for salt - like for like, equal for equal, and hand-to-hand; if the commodities differ, then you may sell as you wish, provided that the exchange is hand-to-hand.” (*Muslim*, Kitāb al-Musāqāt, Bāb al-ṣarf wa-bay‘ al-dhahab bi’l-waraq naqdan, Vol. III, No. 3853; also in Tirmidhī)

These ḥadiths, mentioned by Thomas, warrant no separate explanation because, as already demonstrated above, hand-to-hand or spot transactions (bartering or trade) are permissible in Islam and such transactions do not involve *ribā*. But let us not draw a hasty conclusion. Readers should patiently peruse the argument below.

Many ḥadiths, including those pertaining to *ribā*, might make an amazing collective maze.

**Ḥadith-16**: Ṣaḥīḥ al-Būkhārī, Vol. 3, No. 344; Narrated ‘Umar ibn al-Khaṭṭāb: God’s Apostle said, “The bartering of gold for silver is *Ribā* (usury), except if it is from hand to hand and equal in amount, and wheat grain for wheat grain is usury except if it is from hand to hand and equal in amount, and dates for dates is usury except if it is from hand to hand and equal in amount, and barley for barley is usury except if it is from hand to hand and equal in amount.”

According to the above ḥadith, an exchange of gold for silver is *ribā* except hand to hand (or spot) transaction and equal in amount. Now let us review the following ḥadith from al-Būkhārī:
Hadith-17: Sahih al-Bukhari, Vol. 3, No. 388: Narrated ‘Abd al-Rahman ibn Abi Bakrah: that his father said, “The Prophet forbade the selling of gold for gold and silver for silver except if they are equivalent in weight, and allowed us to sell gold for silver and vice versa as we wished.”

According to the above ḥadith, an exchange of gold for silver is riba except if they are equal in amount. There is no mention of spot/hand-to-hand restriction. Now let us review the following ḥadith from al-Bukhari:

Hadith-18: Yahyā related to me from Mālik from Ibn Shihāb from Mālik ibn Aws ibn al-Ḥadathān al-Nasrī that one time he asked to exchange 100 dinars. He said, “Ṭalḥah ibn ‘Ubaydullāh called me over and we made a mutual agreement that he would make an exchange for me. He took the gold and turned it about in his hand, and then said, ‘I can’t do it until my treasurer brings the money to me from al-Ghābah.’ ‘Umar ibn al-Khaṭṭāb was listening and ‘Umar said, ‘By God! Do not leave him until you have taken it from him!’ Then he said, ‘The Messenger of God, ... said, “Gold for silver is usury except hand to hand. Wheat for wheat is usury except hand to hand. Dates for dates is usury except hand to hand. Barley for barley is usury except hand to hand.” (Kitāb al-Buyū, Vol. 3, No. 382; also, Muwaṭṭa Imām Mālik, Kitāb al-Buyū, No. 1321)

According to the above ḥadith, an exchange of gold for silver is riba except hand to hand (or spot) transaction. No mention of equivalence in weight as a restriction. Next let us check the following ḥadith from al-Bukhari:

Hadith-19: Sahih al-Bukhari, Vol. 3, No. 385: Narrated Abū Bakrah: God’s Apostle said, “Don’t sell gold for gold unless equal in weight, nor silver for silver unless equal in weight, but you could sell gold for silver or silver for gold as you like.”

According to the above ḥadith, an exchange of gold for silver or vice versa is under no restriction. Regardless, let us consider the following ḥadith from Sahih Muslim.

Hadith-15: (citing once more) Sahih Muslim, Vol. III, No. 3853: ‘Ubādah b. al-Šāmit (God be pleased with him) reported God’s Messenger (pbuh) as saying: “Gold is to be paid for by gold, silver by silver, wheat by wheat, barley by barley, dates by dates, and salt by salt, like for like and equal for equal, payment being made hand to hand. If these classes differ, then sell as you wish if payment is made hand to hand”.


led a minority of jurists to contend that what is actually prohibited as *ribā* is certain forms of sales, which are referred to in the ḥadīth literature.9

3.3. Ḥadīth IV-V: Theme - Barter/Trade except spot transactions or likes (in quality or quantity) of certain commodities is prohibited

**Ḥadīth-14** IV.a.: From Abū Saʿīd al-Khudri: The Prophet (p), said: “Do not sell gold for gold except when it is like for like, and do not increase one over the other; do not sell silver for silver except when it is like for like, and do not increase one over the other; and do not sell what is away [from among these] for what is ready.” (Ṣaḥīḥ Bukhārī, Kitāb al-Buyūʿ, Bāb bayʿ al-fiṣāḥah biʿl-fiṣāḥah, Vol. 3, #385; also Muslim, Vol. III, No. 3845, Tirmidhī, Nasaʿī and Musnad Aḥmad)

**Ḥadīth-15** IV.b.: From `Ubadah ibn al-Ṣāmit: The Prophet (p), said: “Gold for gold, silver for silver, wheat for wheat, barley for barley dates for dates, and salt for salt - like for like, equal for equal, and hand-to-hand; if the commodities differ, then you may sell as you wish, provided that the exchange is hand-to-hand.” (Muslim, Kitāb al-Musaqāt, Bāb al-ṣarf wa-bayʿ al-dhahab biʿl-waraq naqdan, Vol. III, No. 3853; also in Tirmidhī)

These ḥadīths, mentioned by Thomas, warrant no separate explanation because, as already demonstrated above, hand-to-hand or spot transactions (bartering or trade) are permissible in Islam and such transactions do not involve *ribā*. But let us not draw a hasty conclusion. Readers should patiently peruse the argument below.

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According to the above hadith, an exchange of gold for silver is riba except if they are equal in amount. There is no mention of spot/hand-to-hand restriction. Now let us review the following hadith from al-Bukhari:

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According to the above hadith, an exchange of gold for silver is riba except hand to hand (or spot) transaction. No mention of equivalence in weight as a restriction. Next let us check the following hadith from al-Bukhari:

Hadith-19: Sahih al-Bukhari, Vol. 3, No. 383: Narrated Abu Bakrah: God’s Apostle said, “Don’t sell gold for gold unless equal in weight, nor silver for silver unless equal in weight, but you could sell gold for silver or silver for gold as you like.”

According to the above hadith, an exchange of gold for silver or vice versa is under no restriction. Regardless, let us consider the following hadith from Sahih Muslim.

Hadith-15: (citing once more) Sahih Muslim, Vol. III, No. 3853: ‘Ubada b. al-Samit (God be pleased with him) reported God’s Messenger (pbuh) as saying: “Gold is to be paid for by gold, silver by silver, wheat by wheat, barley by barley, dates by dates, and salt by salt, like for like and equal for equal, payment being made hand to hand. If these classes differ, then sell as you wish if payment is made hand to hand”.

According to above ḥadīth, even when the classes differ - gold for silver or silver for gold, we can’t do as we wish. It still has to be spot/hand-to-hand transaction. So, which one is it? Interestingly, contending he has a better explication of the prohibition of ribā (including bank interest) based on the works of classical jurists Nyazec (2000), a contemporary scholar of Islamic fiqh, ambitiously asserts:

... the traditions pertaining to ribā are some of the most complex traditions in the entire Islamic legal literature. Studying them is instructive not only for discovering the meaning of ribā, but also for understanding the methods of interpretations employed by the jurists. These traditions help us in comprehending the general principles of Islamic law. They bring out the unique nature of this legal system and make out a strong case for the serious study of the work of the jurists.

Hopefully, the pertinent ḥadiths (Ḥadith-15 - Ḥadith-19) help the readers recognize and appreciate the challenge the jurists have faced in order to establish a clear, incontrovertible definition of ribā in light of ḥadith. Did Nyazec do a better job than his predecessors, just as he boldly claimed? Well, readers should read his works and decide for themselves.

Notably, some of the ḥadiths specifically mention ribā whereas others do not even though all pertain to the same issue. But do these ḥadiths relate to ribā at all? Well, to deal with that question we need to move to the next theme, which offers similar ḥadiths, but specifically mention of the ribā connection.

Ḥadith-20 V.a.: From Abū Sa’īd al-Khudrī: “The Prophet (p) said: “Gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates, and salt for salt - like for like, and hand-to-hand. Whoever pays more or takes more has indulged in ribā. The taker and the giver are alike [in guilt].” (Ṣaḥīḥ Muslim, Vol. III, No. 3854; and Musnad Āḥmad)

Beyond the Ḥadith-16 - Ḥadith-18, where the word ribā is specifically mentioned in the preceding ḥadith, an additional statement with specific reference to ribā is present: “Whoever pays more or takes more has indulged in ribā.” This is important because in such ḥadith a specific reference to ribā is made, on the basis of which ribā al-faḍl (ribā involving excesses in barter/trade) has been identified and declared prohibited by many Islamic scholars and jurisprudents.
First, this is not a mutawātir hadīth either, and thus does not yield certainty of knowledge. However, there are more problems with the hadīth that pertain to the additional statement: “Whoever pays more or takes more has indulged in ribā. The taker and the giver are alike (in guilt).” The narration of this hadīth might suggest that the additional (italicized) part is also from the Prophet. However, as Suhail (1999: 63-69) has convincingly shown in his book What is Ribā? the addition is not from the Prophet.

There are hadīths in Ṣaḥīḥ Muslim that dispute this same hadīth (reported by ‘Ubādah ibn al-Ṣāmit):

**Ḥadīth-21: Ṣaḥīḥ Muslim**, Vol. III, No. 3852: Abīl Qilība reported: I was in Syria (having) a circle (of friends), in which was Muslim b. Yāsir. There came Abūl-Ash’ath. He (the narrator) said that they (the friends) called him: Abūl-Ash’ath, Abūl-Ash’ath, and he sat down. I said to him: “Narrate to our brother the hadīth of ‘Ubādah b. al-Ṣāmit”. He said: “Yes. We went out on an expedition, Mu’āwiyyah being the leader of the people, and we gained a lot of spoils of war. And there was one silver utensil in what we took as spoils. Mu’āwiyyah ordered a person to sell it for payment to the people (soldiers). The people made haste in getting that. The news of (this state of affairs) reached ‘Ubādah b. al-Ṣāmit, and he stood up and said: I heard God’s Messenger (may peace be upon him) forbidding the sale of gold by gold, and silver by silver, and wheat by wheat, and barley by barley, and dates by dates, and salt by salt, except like for like and equal for equal. So he who made an addition or who accepted an addition (committed the sin of taking) interest. So the people returned what they had got. This reached Mu’āwiyyah”. And he stood up to deliver an address. He said: “What is the matter with people that they narrate from the Messenger (may peace be upon him) such tradition which we did not hear though we saw him (the Prophet) and lived in his company?” Thereupon, ‘Ubaydah b. al-Ṣāmit stood up and repeated that narration, and then said: “We will definitely narrate what we heard from God’s Messenger (may peace be upon him) though it may be unpleasant to Mu’āwiyyah (or he said: Even if it is against his will). I do not mind if I do not remain in his troop in the dark night. Ḥammād said this or something like this.”

Indeed, there are other narrations of the same theme and stated on the authority of the same companion ‘Ubādah ibn al-Ṣāmit, without such additions.

**Ḥadīth-22:** ‘Ubādah said: “the Prophet of Allah (p) prohibited that we sell gold for gold, silver for silver, wheat for wheat, barley for
barley, and dates for dates.” (Suhail, p. 66, quoting Sunan al-Nasā’i, Kitāb al-Buyū’, 275)

The following narration makes it clearer that the addition was not from the Prophet:

Hadith-23: “Muslim ibn Yasār and ‘Abdullāh ibn ‘Ubayd, who was called ‘Ibn Hurmuz,’ narrated to me that ‘Ubādah ibn al-Šāmit and Mu’awiyah met once. ‘Ubaydah narrated to them: ‘The Prophet (p.b.u.h.) forbade us to sell gold for gold, silver for silver, dates for dates, wheat for wheat, barley for barley -- one of them [the two narrators] said: ‘and salt for salt’ while the other did not say it -- except quantity for quantity and kind for kind. One of them said: whoever increased or sought an increase committed ribā - the other [narrator] did not say it.” (Suhail, p. 66, quoting al-Nasā’i, Kitāb al-Buyū’, 275)

Thus, it is not a mutawāṭir hadith; in addition, the hadith narration has significant discrepancy and a statement from a companion of the Prophet was presumed to be a statement from the Prophet.

There is one other problem, and it is a rational one. As per these hadiths the Prophet prohibited barter transactions, specifying five/six commodities, unless such transactions were on the spot and alike in quality and/or quantity. However, who in the world did or does exchange an ounce of gold of exact quantity and of same quality? What would be the rationale for exchanging a pound or kilo of barley for another pound or kilo of the same quality? If the orthodox position or understanding was considered valid, here it would seem that the Prophet permitted that transaction which people could have no reason to conduct. A permission usually involves something that people do or need. In this case, no such possibility applies. Only people void of any sense would exchange an equal amount of the same quality of gold. How in the world the Prophet would go to such extent to permit such an exchange that sensible people could not be expected to conduct? It is a trivialization of the Prophet’s guidance, especially if the Qur’anic injunction about ribā is delinked from the rationale/wisdom (ḥikmah) - that is, zulm or injustice/exploitation - specifically mentioned in the Qur’ān.

That takes us to hadiths about some allegedly-prohibited transactions in Khaybar.

Hadith-24 V.b.: From Abū Sa‘īd and Abū Hurayrah: A man employed by the Prophet, peace be on him, in Khaybar brought for him janib [dates of very fine quality]. Upon the Prophet’s asking him whether
all the dates of Khaybar were such, the man replied that this was not the case and added that “they exchanged a ʂâ’ (a measure) of this kind for two or three (of the other kind)”. The Prophet, peace be on him, replied, “Do not do so. Sell [the lower quality dates] for dirhams and then use the dirhams to buy janib. [When dates are exchanged against dates] they should be equal in weight.” (Ṣāḥīḥ al-Bukhārī, Kitāb al-Buyūʿ, Bāb ʿidhā arāda bayʿa tamrin bi tamrin khayrun minhu, Vol. 3, No. 499; also Ṣāḥīḥ Muslim, Vol. III, No. 3869; Muwaṭṭaʾ, No. 1305-1306 and Nasāʾī)

Ḥadīth-25 V.c.: From Ābū Saʿīd: Bilāl brought to the Prophet, peace be on him, some bārnī [good quality] dates whereupon the Prophet asked him where these were from. Bilāl replied, “I had some inferior dates which I exchanged for these - two ʂāʾs for a ʂāʾ.” The Prophet said, “Oh no, this is exactly ribā. Do not do so, but when you wish to buy, sell the inferior dates against something [cash] and then buy the better dates with the price you receive.” (Ṣāḥīḥ Muslim, Kitāb al-Muṣāqāt, Bāb al-ṭaʿām mithlan bi-mithl, Vol. III, No. 3871; also Musnad Aḥmad)

First, note the discrepancy between the two ḥadīths. The first one makes no reference to ribā at all, while the second draws a specific connection to ribā. Also, the wording is quite different. The first one says: “Do not do so. Sell [the lower quality dates] for dirhams and then use the dirhams to buy janib. [When dates are exchanged] they should be equal in weight.” In the second one, it says: “when you wish to buy, sell the inferior dates against something [cash] and then buy the better dates with the price you receive.”

Obviously, when quoting the Prophet, they were actually describing an incident in their own words. Other reports of the same incident do not make any connection with ribā. Indeed, these ḥadīths are not about prohibition. No definitive conclusion, especially legal, can be derived from these ḥadīths. Mohammed Fadel (Faculty of Law, University of Toronto) has aptly identified it as ‘prudential regulation’ (Fadel, 2008).

A barter of low-quality and better-quality dates may imply risk that the person seeking better dates would not fetch the true or fair market value of his low-quality produce. Indeed, when purchasing cars buyers are often recommended to sell it separately if they have a used vehicle of some value. A major financial site explains: “Selling your old car takes more time and know-how, but you can potentially get more money than when trading it in”.

First of note is that neither trading nor selling guarantees a higher value; it is only ‘potential’. That is why the seller/trader should do his homework to determine a reasonable market value. It is only prudent.
However, now consider the example of the car: let’s restrict/prohibit all trades for it. The only option to its owner would be to sell the old vehicle separately. One would need to factor in advertising costs, time to show the vehicle, depreciation while the vehicle is held for longer, etc. A more compelling factor is that there must be a buyer at the price that the seller deems reasonable. Barring all these, the seller may be stuck due to a trade prohibition or restriction. What if the seller needs the next/newer vehicle urgently?

Let’s explore the exchange of dates. A fundamental problem with barter is the absence of a Double Coincidence of Wants.\footnote{If I must first sell my low-quality dates, I must find a buyer (who may not be interested in selling anything). What if no buyer was around (especially at a reasonable or fair price) until my dates were no longer fresh? If trading/barter was prohibited it could indeed become an unwarranted and unjustified difficulty/hardship (ḥaraj, as argued by Fadel).} Thus, although it makes little sense as a prohibition, as a ‘prudential’ guidance of wisdom, however, the Prophetic statement makes perfect sense.

Indeed, every single such matter should not be approached legalistically: perched upon literalism, without consideration of the maqāṣid, the intent behind the prohibition, or in this case, prudent guidance. Indeed, such interpretation often trivializes, as in this case, the otherwise perfectly wise and valuable guidance from the Prophet.

**Ḥadith-26:** Some juicy dates were presented to the Prophet. The Prophet’s dates from [his own orchard] at al-‘Ulā were of the dry kind. He asked: “from where have you got these dates?” People replied: “We have bought one sā’ of this with two sā’s of our dates.” He said: “don’t do it. It’s not right. But sell your dates and buy of this according to your need.” (Suhaɪl, p. 55, quoting Sunan al-Nasā‘i bi-shar‘ al-Suyūṭi, Kitāb’ al-buyū‘, Vol. 7, No. 272)

**Ḥadith-27:** I had in the Prophet’s [store] one mudd [of dates]. I found better [dates] being sold at one sā’ for two sā’s, so I bought it [the better quality] and bought it to the Prophet. He asked, “from where have you got it, Bilāl?” I said “I bought one sā’ for two sā’s.” He said: “return it and bring back to us our dates.” (Suhaɪl, p. 55, quoting Sunan al-Dārimi, Vol. 2, No. 257)

So, what do these ḥadiths really signify and why did other ḥadiths of the same incident make no reference to ribā? As Suhaɪl explains: “[The above] ḥadith ends there. The reason for that order is obvious: the Prophet
lived a very simple and frugal life, even the flour for his bread was not sieved. Then how could he tolerate that just for the sake of gratification of the palate, two ṣā‘s of dates be exchanged with one ṣā‘ of better quality dates. Shāh Walīullāh Muḥaddith Dihlawī, too, has mentioned the same reason for non-permissibility of [this type of transaction, namely] murā‘alāh” (Suhail, 1999: 55).

Since neither ḥadith included any explicit rationale from the Prophet, the explanation by Suhail and Shāh Walīullāh Dihlawī is speculative. However, it can possibly apply only to Ḥadīth-27, where the Prophet asked to bring back the dates. That explanation is inadequate for ḥadiths that suggest selling of the dates first, then buying as per one’s need. Sale or trade-in of a vehicle (discussed above) should be a helpful analogy to understand the problem in this context.

Regardless, another major problem exists with ribā-related ḥadiths available in the context of Khaybar. Any reference to ribā involving prohibited transactions in Khaybar must have been a later accretion or insertion because, according to authentic ḥadiths, the last revelation in the Qur’ān was about ribā.

Ḥadīth-28: Ṣaḥīḥ al-Bukhārī, Vol. 6, No. 67: Narrated Ibn ‘Abbās: The last Verse (in the Qur’ān) revealed to the Prophet was the Verse dealing with usury (i.e. ribā).

Ḥadīth-29: Ṣaḥīḥ al-Bukhārī, Vol. 6, No. 64: Narrated ‘Ā‘ishah: When the Verses of Sūrah al-Baqarah regarding usury (i.e. ribā) were revealed, God’s Apostle recited them before the people and then he prohibited the trade of alcoholic liquors.

Ḥadīth-30: Ṣaḥīḥ al-Bukhārī, Vol. 6, No. 66: Narrated ‘Ā‘ishah: When the last Verses of Sūrah al-Baqarah were revealed, the Prophet read them in the Mosque and prohibited the trade of alcoholic liquors. “If the debtor is in difficulty, grant him time till it is easy for him to repay...” (2.280).

Contradiction prevails as to which verses were the last ones to be revealed. According to another ḥadith from Ṣaḥīḥ al-Bukhārī (Vol. 6, No. 129), the last verse was about a different subject. But we will ignore that discrepancy in this context, focusing instead on the discussion about ribā and Khaybar.

The battle and conquest of Khaybar occurred in 627 AD. If the last verse or verses were about ribā, as mentioned in Ḥadīth-28, then the revelation must have been a few years after the battle/conquest of Khaybar. Thus, no
rifā'-related prohibitive injunction could be connected to the incidents in Khaybar.

Hadīth-29 and Hadīth-30, also from Sahīh al-Bukhārī, indicate an altogether different anomaly. According to Hadīth-29, when the verses related to rifā' were revealed, the Prophet recited those and then he prohibited the trade of alcoholic liquor. Something else is wrong here. What do the verses about rifā' have to do with the prohibition of liquor? The prohibition is in Sūrah al-Mā'idah (5:90), revealed much earlier than were the last revelations. Was the verse prohibiting liquors revealed several years earlier than when trading was prohibited?

Also, Hadīth-30 repeated that the last verses revealed were about rifā' and refer to and quote (2:280), but once again, no contextual connection to trade prohibition of alcoholic liquors.

It is well known that widespread spilling of wines during the final prohibition of intoxicants signaled public compliance. In the Taḥālif al-Qur'ān, Sayyid Abūl A'lā Mawdūdī's commentary on 5:90, the verse of final prohibition, explains:

[When] 5:90 was sent down he [the Prophet] declared, “Now those who possess wine, can neither drink it nor sell it. They should, therefore, throw it away.” Accordingly, it was spilt in the streets of al-Madinah to run wastefully. Some people, however, asked the Holy Prophet, “May we give it as a present to the Jews?” He replied, “The One who has made it unlawful has also forbidden to give it as a present” (Mawdūdī, undated: 75).

I was unable to independently verify or identify the source from which Mawdūdī took the information. However, the same information was reported as hadīth albeit without source reference, in the commentary on the same topic in Sahīh Muslim. (Muslim, 1982: 1097, No. 2400) Therefore, the prohibition of wine shares the occasion with the prohibition of alcoholic liquor trade. This is corroborated by a hadīth in Muwatta' Imām Mālik.

Hadīth-31: Yahyā related to me from Mālik from Zayd ibn Aslām that Ibn Walā’ al-Miṣrī asked ‘Abdullāh ibn ‘Abbās about what is squeezed from the grapes. Ibn ‘Abbās replied, “A man gave the Messenger of God (pbuh) a small water-skin of wine. The Messenger of God (pbuh) said to him, ‘Don’t you know that Allah has made it ḥarām?’ He said, ‘No.’ Then a man at his side whispered to him. The Messenger of God (pbuh) asked what he had whispered, and the man replied, ‘I told
him to sell it.’ The Messenger of God (pbuh) said, ‘*The One who made drinking it ḥarām has made selling it ḥarām.*’ The man then opened the water-skins and poured out what was in them.” [No. 1568; also *Ṣaḥīḥ Muslim*, Vol. III, No. 3836]

The Prophet’s statement in the above ḥadith confirms no such separate prohibition of trading in alcoholic liquors. If there were one (and public pronouncement of it), people that were with the Prophet would have known. Thus, the ḥadīths of Khaybar for prohibition of ribā engender problems. Readers now can assess for themselves whether these ḥadīths provide us with reliable and coherent information to resolve the definitional unclarity of ribā, as some people might be quick to conclude.

3.4. Ḥadith VI: Theme – Transactions involving products (or commodity money) of composite but separable components

**Ḥadith-32** VI.: From Fuḍālah ibn ‘Ubayd al-Anṣārī: On the day of Khaybar he bought a necklace of gold and pearls for twelve dinars. On separating the two, he found that the gold itself was to more than twelve dinars. So he mentioned this to the Prophet, peace be on him, who replied, “It [jewellery] must not be sold until the contents have been valued separately.” (*Muslim*, Kitab al-Muṣāqāt, Bāb bay’ al-qilādah fiḥā kharzun wa dhahab, Vol. III, No. 3864; also in *Tirmidhī* and *Nasā’ī*)

We have explained the difficulties from applying those ribā-related ḥadīths to the context of Khaybar. Suhail has capably demonstrated in regard to the above ḥadīth that no hadith about this particular incident or transaction is traceable to ribā. Both the rationale and instruction of this ḥadīth are quite simple. The initiating party in a barter trade might not realize the full market value of the product he or she wishes to exchange. Selling the item for cash and then using the cash to purchase the other item of interest would generally approximate proper market value. This has nothing to do with ribā. Suhail explains (1999: 57-58):

Khaybar was a centre of Jews who happened to be very rich. So when Khaybar was conquered Muslims got a lot of booty which included silver and gold ware. Muslim mujāhids were used to a simple way of life, they did not know how to use those silver and gold wares, so they wanted to sell those wares for a trifle and get cash. Many people in fact sold at a price much lower than the actual value, that is, silver wares
and ornaments weighing one ʿuqiyah were sold by them to Jews for two or three pennies, whereas the weight of one ʿuqiyah is several times more than two or three dinars.

When the Prophet came to know that the mujāhidīs were carelessly selling the booty, and that too to the conquered and deceitful Jews, he ordered that the God-given wealth should not be squandered like that, that at least they should not sell for a price less than that of its weight.

In such context, separating necklace (with gemstones) and gold is expected to fetch better value for the Muslim sellers. By the way, these ḥadīths are not mutawātīr either and thus do not guarantee certainty of knowledge.

IV. Definition or Conundrum? The Issue of ‘illah

Nearly fifteen centuries after the Prophet, Muslims are still arguing whether the Tarāwīḥ prayer of Ramaḍān is twenty units or eight units, or whether āmin should be spoken aloud in congregational prayers. Somehow to make a bold claim that while the Qurʾān does not define what is the prohibited ribā, but ḥadīths do define ribā, especially to be applied to our contemporary context, belies the historical legacy of our scholarship. Does citation of relevant ḥadīths help define the scope of the prohibition in modern times, or does it rather add to a formidable conundrum?

In order to comprehend the nature and the extent of the problem, it is important to refer to qiyyās (analogical reasoning/deduction), the fourth source of Islamic jurisprudence. Especially in case of worldly matters qiyyās generally yield no certainty of knowledge as its result is speculative (ẓannī), due to fallible human interpretation.

The rule of law established by qiyyās is probable (ẓannī), for generally the causes of the rules of law determined on the basis of qiyyās and processed by ijtihād have been found probable (maẓnūnah) after a general survey of such reasonings. Hence qiyyās does not entail certainty (qaṭ ’).14

Since in this context readers should be familiar with qiyyās, and I have devoted one chapter15 to a broad, introductory overview of qiyyās, with detailed analysis of some problematic issues, there is no scope in this essay to delve into the same. Let us here deal with ‘illah, a core aspect of qiyyās.

Technically, qiyyās is the extension of Shari’ah value from an original case, or ʾašl, to a new case, because the latter has the same effective
cause as the former. ... The main sphere for the operation of human judgment in qiyās is the identification of a common ‘illah between the original and the new case. Once the ‘illah is identified, the rules of analogy then necessitate that the ruling of the given text be followed without any interference or change. (Kamali, 2003: 264-265)

It is important to keep in mind that qiyās is essentially speculative.

The jurist who resort to qiyās takes it for granted that the rules of Sharī‘ah follow certain objectives (maqāṣid) that are in harmony with reason. A rational approach to the discovery and identification of the objectives and intentions of the Lawgiver necessitates recourse to human intellect and judgement in the evaluation of aḥkām. ... Since an enquiry into the causes and objectives of divine injunctions often involves a measure of juristic speculation, the opponents of qiyās have questioned its essential validity. Their argument is that the law must be based on certainty, whereas qiyās is largely speculative and superfluous.

... It is once again in recognition of this element of uncertainty in qiyās that the 'ulamā’ of all the juristic schools have ranked qiyās as a ‘speculative evidence’. (Kamali, 2003: 267)

From an epistemological point of view, the most important feature of the judgements concluded through analogy by ‘illah is their being disputable. This results not only from the fact that the ‘illah, by means of which these judgments are arrived at, can never be fully established or shown to be true, therefore giving rise to different conceptions as to what constitutes a proper or acceptable ‘illah. (Shehaby, 1982: 42)

The classical scholars of Islam have dealt with the problem of applying the ḥadiths about what they identify as ribā al-faḍl, ribā applied to a number of sales/barter transactions. When turning to qiyās, they had to scope out an applied understanding of the ‘illah (effective or efficient cause; ratio decidendi) for the prohibition in order to ascertain whether the prohibition’s scope was larger than what those ḥadiths outlined. Anyone who contends that ḥadith actually scopes out the prohibition must also place the challenge in perspective, since even the classical scholars as well as the respective madhāhib or schools of jurisprudence have been unable to resolve it. (Ali, undated)

The ḥadiths in question identify six commodities: barley, date, wheat, salt, gold and silver. The first issue is whether the prohibited ribā should be limited to these commodities. The Zāhiris, a literalist school, do not recognize qiyās as a valid methodology of Islamic jurisprudence. Their conclusion is
simple. The prohibition of *riba* applies only to the six commodities specified by the Prophet. No one has the authority to add to the list.

On the basis of the six commodities enumerated by the Prophet there arises another question: why only these ‘six commodities’ were named? There were other things also that were bartered in Arabia both in kind and on credit, such as, camel, sword, armour, clothes *etc.* The Prophet could have named those things as well. *Fuqahā’* have given different answers to this question:

Dāwūd al-Zāhirī and other Zāhirites opine that there is *riba* only in these six things, *i.e.*, barley, wheat, dates, salt, gold and silver, and there is no *riba* in the remaining things.

The only rational objection to this opinion is that rice, pulses, sugar have the same qualities that are found in barley and wheat *etc.*, then why is there no *riba* in them? This is the reason why other *fuqahā’* have looked for other reasons. (Suhail, 1999: 88)

Zāhiris make an important point here. If the Prophet meant these six things to be only examples from which to deduce an underlying rule, where in any ḥadīth that relates to the ‘six commodities’ is that indicated? Would it not have been better if just one or two, or perhaps an indicative expression — such as, for example, *like* — were used?\

The four orthodox schools acknowledge *qiyās* as a valid methodological tool of Islamic jurisprudence. Consequently, they strive to find effective cause or ‘illah to identify additional or new situations, to which the prohibition may apply. Interestingly, four schools reach three (or four) different conclusions.

According to Imām Shāfī‘i, *edibility* is the cause of *riba* in the first four of the mentioned articles, and *valuability* [bearing a value] is the reason in the remaining two.

There are two objections to this definition: there are many other things which have edibility such as meat, vegetables, fruits, milk. Then why did the Prophet not mention them?

Secondly, no common reason for these six things has been mentioned. Otherwise everything has one or other distinctive quality. (Suhail, 1999: 88)

Instead of *edibility* and *valuability*, Hanafi school has an altogether-different ‘illah.
In order to eliminate these objections [to Shafi'i position], Hanafi fuqaha traced a common feature in the 'six commodities,' that is, measurability and weighbility, and held this to be the reason for riba. But the fallacy of this approach is so obvious that it does not require much argument. We admit that those six commodities were sold by weight or by measures, but this common feature should have something common with riba. The logic here is this: all crows are forbidden and all crows are black, so the black colour is the reason for prohibition! (Suhail, 1999: 88)

How much divergence among these schools of jurisprudence should exist in identifying the ‘illah for the prohibition of riba? The Maliki School differs from both Shafi‘i and Hanafi; it considers something else as the ‘illah.

In the opinion of Imam Malik, there is riba in storable [non-perishable] edibles only and there is no riba in any other commodity. As for gold and silver mentioned in the hadith, it is secondary, that is, in itself it is not a cause for riba but as they are used as a means to buy storable [non-perishable] edibles so they have been mentioned in the hadith as a means to buy non-perishable edibles. (Suhail, 1999: 88-89)

As for the Hanbali School, its position is similar to the Shafi‘i’s (Ali, u.d.).

Mohammad Obaidullah, an Islamic economist and a promoter of Islamic finance, attempts to present the diversity of opinions in more modern terms. However, the diversity is still obvious. Readers should draw their conclusion whether this diligent search for ‘illah (effective or efficient cause) leads to a congruent definition or not, just as Thomas (2006) boldly claimed.

The Shafi‘i school of figh considers the efficient cause (‘illah) in case of gold and silver to be their property of being currency (thamaniyya) or the medium of exchange, unit of account and store of value. However, the efficient cause (‘illah) of being currency (thamaniyya) is specific to gold and silver, and cannot be generalized. That is, any other object, if used as a medium of exchange, cannot be included in their category. Hence, according to this version, the Shari‘ah injunctions for riba prohibition are not applicable to paper currencies. The Maliki view also considers the efficient cause (‘illah) in case of gold and silver to be their property of being currency (thamaniyya) or the medium of exchange, unit of account and store of value. However, according to this view, even if paper or leather is made the medium of exchange and
is given the status of currency, then all the rules pertaining to naqdayn, or gold and silver apply to them. Thus, according to this view, exchange involving currencies of different countries at a rate different from unity is permissible, but must be settled on a spot basis. As far as the Ḥanbalī view is concerned, different versions attributed to Ahmad Ibn Ḥanbal have been recorded as documented in al-Mughni by Ibn Qudāmah. The first version is similar to the Ḥanafi version while the second version is close to the Shāfi‘i and Mālikī version. (Obaidullah, 1999: 7)

Also, relevant in this context is The Text of the Historic Judgement on Interest by the Supreme Court of Pakistan, a relevant part of which was authored by Justice/Mufti Muhammad Taqi Usmani. Usmani is one of the leading religious experts on Islamic finance and much sought after by Islamic financial institutions for their Shari‘ah Boards. In the Historic Judgement, he identifies excess over principle as the ‘īllah.

... [T]he application of a law depends on the Ilmat and not on the Hikmat. ... The Ilmat (the basic feature) on which the prohibition is based is the excess claimed over and above the principal in a transaction of loan, and as soon as this Ilmat is present, the prohibition will follow regardless of whether the philosophy of the law is or is not visible in a particular transaction.17

Several points to be noted. First, ‘illah here is categorically delinked from ḥikmah or underlying wisdom/rationale. It is rather a dangerous proposition, reflecting a purely legalistic approach. Also, quite typical of many religious scholars, Mufti Usmani discusses the difference between ‘illah and ḥikmah without mentioning that his analysis reflects only the Ḥanafi and Shāfi‘i position, but not Mālikī and Ḥanbalī position.

The majority view maintains that the rules of Shari‘ah are founded on their causes (‘īal), not in their objectives (ḥikami). From this, it would follow that a ḥukm shar‘i is present even if its ‘illah is not, and ḥukm shar‘i is absent in the absence of its ‘illah even if its ḥikmah is present. The jurist and the judge must therefore enforce the law whenever its ‘illah is known to exist regardless of its ḥikmah...

The Mālikīs and the Ḥanbalis, on the other hand, do not draw any distinction between the ‘illah and the ḥikmah. In their view, the ḥikmah aims to attract an evident benefit or preventing an evident harm, and this is the ultimate objective of the law. When, for example, the law allows the sick not to observe the fast, the ḥikmah is the
prevention of hardship to them. Likewise the *hikmah* of retaliation (*qiyās*) in deliberate homicide, or of the ḥadd penalty in theft, is to protect the lives and properties of the people. Since the realisation of benefit (*maslahah*) and prevention of harm (*mafsada*) is the basic purpose of all the rules of Shari‘ah, it would be proper to base an analogy on the *hikmah*...

The Ḥanafis and the Shāfi‘is, however, maintain that ‘*illah* must be both evident and constant. In their view the ‘*illah* secures the *hikmah* most of the time but not always. (Kamali, 2003: 276–277)

Thus, the position that Mufti Usmani articulates is essentially Ḥanafi and Shāfī‘i although he did not disclose it in the *Historic Judgement*. The tendency to delink the injunctions from their *hikmah* stems from a religious-dogmatic mindset. Indeed, some scholars have shown aversion to research for the wisdom or rationale behind any injunction. Al-Shāṭībī, a prominent Islamic scholar from the 14th century AD, considered such search repugnant in the context of one’s sincerity to obey God.

Al-Shāṭībī suggests that one should not look to the motives and objectives of the injunctions. A believer should surrender himself to the will of God. The divine injunctions, are, in fact, the manifestation of the divine will. He presumed that looking to the motives and purpose of injunctions is repugnant to sincerity in the obedience to God. This is because he abides by a rule of law for the sake of its motive and not for the sake of God.¹⁸

Secondly, the ‘*illah* is defined as “excess claimed over and above the principal in a transaction of loan.” However, some ḥadīths contradict the definition since the Prophet himself paid a sum in addition to the principal. We cited earlier, “Every loan that attracts a benefit/advantage is *ribā*” (see *Ḥadīth 6–Ḥadīth 8 above*).

A third and quite illuminating aspect is an illustration from Mufti Usmani, which confirms that shallow arguments can be used even by leading or foremost authorities. Usmani explains why *zulm* (injustice or oppression) can’t be accepted as ‘*illah*.

The principle is that the application of a law depends on the ‘*illat* and not on the Ḥikmat. In other words, if the ‘*illat* (the basic feature of the transaction) is present in a particular situation while the Ḥikmat (the wisdom) is not visualized, the law will still be applicable. This principle is recognized in the secular laws also. Let us take a simple example.
The law has made it compulsory for the vehicles running on the roads to stop when the red street light is on. The 'Illat of this law is the red light, while the Ḥikmat is to avoid the chances of accidents. Now, the law will be applicable whenever the red light is on; its application will not depend on whether or not there is an apprehension of an accident. Therefore, if the red light is on, every vehicle must stop, even though the roads of both sides have no other traffic at all. (Usmani, section 119)

Let us evaluate the example of red light as 'illah. Yes, the law requires all vehicles to stop on red light, even when other sides have no traffic. However, when this rule (and it is an important, generally life-saving rule) is delinked from ḥikmah (wisdom) the life-saving rule can also become life-claiming. Suppose a vehicle has stopped at red light and there is no other traffic. However, a tornado is right behind the stopped vehicle. 'Ilmah (delinked from wisdom), as unconditionally stated by Mufti Usmani, would indicate that the vehicle still must wait. Period. However, 'illah (still connected with the wisdom) would dictate that the vehicle ignore the red light (even at the cost of a traffic citation). If the red light was taken seriously, then under certain circumstances the life-saving red-light could also be life-claiming. If such an 'illah could be identified for mechanical application (without any human judgement or wisdom affording flexibility) it would be most welcome. However, this is precisely where legalism fails us by insisting on such mechanical, precise, invariable 'illah.

Fourthly, using this 'illah and ḥikmah distinction he makes another argument that undermines the very Qur'anic concept of justice ('adālah).

... after prohibiting the transaction of ribā, the Holy Qurʾān has mentioned the Zulm as a Ḥikmat or a philosophy of the prohibition, but it does not mean that prohibition will not be applicable if the element of Zulm appears to be missing in a particular case. The 'Illat (the basic feature) on which the prohibition is based is the excess claimed over and above the principal in a transaction of loan, and as soon as this 'Illat is present, the prohibition will follow regardless of whether the philosophy of the law is or is not visible in a particular transaction. (Usmani, Section 120)

Any relative term which is ambiguous in nature cannot be held to be the 'Illat of a particular law because its existence being susceptible to doubts and disputes, it would defeat the very purpose of the law. The Zulm (Injustice) is a relative and rather ambiguous term the exact definition of which is very difficult to ascertain. Every person may have his own view about what is or what is not Zulm. (Usmani, Section 121)
If this assessment of the notion of justice/fairness (‘adālah) is correct, then the pristine Islamic concept of justice as mentioned in the Qur‘ān would lose functional relevance. The Qur‘ān categorically calls for justice as one of its hallmark principles and values.

O ye who believe! Stand out firmly for justice, as witnesses to God, even as against yourselves, or your parents, or your kin, and whether it be (against) rich or poor: for God can best protect both. Follow not the lusts (of your hearts), lest ye swerve, and if ye distort (justice) or decline to do justice, verily God is well-acquainted with all that ye do. (Qur‘ān, 4: 135)

O ye who believe! Stand out firmly for God, as witnesses to fair dealing, and let not the hatred of others to you make you swerve to wrong and depart from justice. Be just: that is next to piety: and fear God. For God is well-acquainted with all that ye do. (Qur‘ān, 5: 8)

The Qur‘ānic call for justice presupposed on people’s understanding of the word. If justice (or injustice) should be elusive, ambiguous or relative, the clarion call becomes vacuous. Mufti Usmani might not have considered such ramifications when writing the Historic Judgement.

Fifth, with qiyās as a methodology of human reasoning, the search for ‘illah as its part is inherently speculative. However, Usmani’s position is typically-orthodox: the determination of ‘illah is arbitrary. In the Qur‘ān, the principle is explicated: wa ‘in tubtum fa-lakum ru‘ūsu amwālikum lā tażlimūna wa-lā tużlamūn; which means: “(a) if ye turn back, ye shall have your capital sums: (b) Deal not unjustly, and ye shall not be dealt with unjustly.” (Qur‘ān, 2: 279). However, part (a) is recognized as ‘illah, delinking it with (b). This approach is unacceptable.

Jurists ... generally do not discuss why one person would want to sell a measure of wheat for an equal measure of wheat, particularly on an on-the-spot basis.” It seems that the intended meaning of the ḥadith was not very clear even to many jurists. For instance, some jurists thought that the prohibition of ribā in what came to known as ribā al-faḍl (ribā involving an excess in one of the countervales mentioned in the hadith) was to be observed and complied with ... without probing into the reasons for the prohibition. For these jurists, as reported by Riqā, the purpose of the prohibition of ribā al-faḍl was not comprehensible but still had to be complied with.
This confusion among jurists appears to have been due to their total disregard for the rationale (ḥikmah) of the prohibition of ribā. (Saeed, 1996: 32)

Notably, the “reason why the scholars have regarded ḥikmah as minor and unimportant appears to be that the ‘illa could be used objectively and easily ... a decision arrived at on the basis of ‘illa could remain ‘immutable’” (Saeed, 1996: 32). However, the outcome of the delinking of ‘illa (efficient cause) and ḥikmah (rationale/wisdom) led to sizeable disagreements as to how to apply qiyyās to ribā, especially in ribā al-faḍl. Indeed, conclusions of various schools are often remarkably divergent/contradictory.

The inadequacy of the ‘illa approach is glaringly obvious in the discussion of ribā in both the early and the modern period. In the case of ribā as prohibited in the sunna for instance, each school of law arrived at an ‘illa which had nothing to do with the circumstances of the transaction, the parties thereto, or the importance of the commodity to the survival of society. There was no emphasis on the moral aspect. This approach, which could be described as superficial and devoid of moral and humanitarian considerations, led to some amazing conclusions by several jurists. Coins like fils (note: a unit of currency made of a metal which is not gold or silver and was used in some parts of the Muslim world), for instance, did not involve ribā, according to Shāfiʿīs. Thus, one hundred fils could be exchanged for two hundred either on the spot or on a deferred delivery basis. If this is maintained, then obviously today’s fiat [i.e. paper] money could also be put in this category, since it is neither gold nor silver currency. Commodities which were countable, like apples or eggs, did not involve ribā, and hence could be exchanged less for more, according to some jurists. A piece of cloth could be exchanged for two pieces of the same quality and measure since it was neither ‘currency’ nor ‘measurable’ nor ‘weighable’, nor a ‘foodstuff’. A commodity to which the ‘illa did not apply could not be susceptible to ribā (māl ribāwī) whatever the importance of that commodity to the well-being of the community. ...

The lack of moral emphasis in the juristic interpretation of ribā has also led to some other unfortunate developments as in the case of ribā-related ḥiyāl. From the medieval period to the present day, it has been possible to advance loans at exorbitant rates of interest using fictitious transactions. Similarly, the six commodities and other goods likely to involve ribā could be exchanged. Many jurists would not regard such acts as reprehensible since they are perfectly in line with their legalistic thinking. These jurists accord greater importance to the legal form
of the transaction than to the moral consequences. As long as the transaction literally does not fall into the definition of *ribā*, as provided by each school of law, the transaction would not be regarded as such. (Saeed, 1996: 37-38)

Clearly, those who regard ‘edibility’ as *ʿIllah* do not consider a piece of cloth as subject to *ribā*. For them, eggs, apples, chili pepper, onions would be covered by *ribā* due to their edibility. However, for the Mālikīs, these items would not be subject to *ribā* because these are *not* storable (non-perishable) edible.

These problems arose because Muslim jurists in general were not interested about the reason for the original *ʿIllah*.

It should be made clear at the outset that on the whole, Muslim legal theorists were not basically interested in analyzing the ways for discovering the reason why a certain judicial judgment was stated. Rather they were looking for some methodological rules that would help them in deciding whether to accept or reject a given *ʿilla*. (Shehaby, 1982: 37)

Are we, thus, better off using *ʿIllah* without reference to *ḥikmah* (rationale/wisdom), as articulated by Mufti Usmani in the *Historic Judgement*? Are we closer to a definition, as claimed by Thomas? Fazlur Rahman, an eminent scholar of the twentieth century, aptly summarized the findings of his thorough analysis of the ḥadiths about *ribā*: “In short, no attempt to define *ribā* in the light of Ḥadīth has been so far successful” (Rahman, 1964: 20). Of course, we have not yet added those ḥadīth that only add to the difficulty of deriving any criteria or *ʿIllah*. For example:

Narrated Saʿīd ibn Zayd: The Prophet said: “The most prevalent kind of usury (*ribā*) is going to lengths in talking unjustly against a Muslim’s honour.” (*Sunan Abū Dāwūd*, Vol. 3, No. 4858)\(^{19}\)

This ḥadīth warrants some observations. One of the four myths about the ḥadīth cited earlier was “There is no contradiction in any ḥadīth.” In the same collection of Abū Dāwūd, the very next ḥadīth narrates exactly the same issue, but without any reference to *ribā*.

Abū Hurayrah reported the Apostle of God as saying: “Among the gravest sin (akbar al-kabīrah) is going to lengths in talking unjustly against a Muslim’s honour ...” (*Sunan Abū Dāwūd*, Vol. 3, No. 4859)
Notably, the two ḥadiths #4858 and #4859 differ on the mention of ribā or the lack thereof. Such differences render quite difficult the task to draw definitive legal conclusions about a matter as important as ribā, since it includes deployment of interpretive, speculative tools such as qiyās.

The reality of qiyās as applied to ribā in search of the ‘illah (efficient cause) exposes the fundamental pitfall with the traditional approach that has broadened the scope of ribā throughout history. Zaki al-Din Badawi’s comments sum it up. A noted Egyptian scholar in twentieth century, Zaki was the first to hold a view similar to Sanhūri’s, in the non-orthodox tradition of Muḥammad ʿAbduh, Rashid Riḍā et al. He retracted his position later on and returned to the orthodox position with broad scope of prohibition of ribā which included interest on loan in modern times. Nevertheless, after evaluating the conflicting positions of various schools on ‘illah for ribā, Badawi admits:

... [T]he underlying causes determined by the jurists, who uphold [the validity of] analogy, collapsed – using the terminology of Ibn Rushd, the philosopher – almost in their entirety. The reason is that not only did the jurists of each school save back any energy in criticizing and demolishing the causes determined by the others, but the Zāhiriyya refuted the arguments too. (Badawi, 2008:189)

Indeed, failure to establish a unique ‘illah became a test case of qiyās as a methodological tool, as it is really a probabilistic tool. ‘Illah as a tool simply did not work in case of ribā.

Some of them made an effort to explain the reason for this vacillation with respect to the ‘illah of ribā. Thus, al-Muqbalī says in al-Baḥr, “The prohibition has various reasons.” The summary of his statement is: It exists either for a meaning found in the same object for which the ḥukm has been laid down, and there is no basis for a disagreement in this, but the question here is whether this meaning is indicated by an evidence that is probable? They did not come up with an evidence for this, but argued on the basis of the process of elimination (ṣabr). This is like saying that the ‘illah is this as well as this, and then declaring all as invalid, except one, which is determined to be the ‘illah. It is well known that his method yields merely a probable ‘illah. The original rule operating is that there is no ‘illah and it is believed that the Shari‘ah does lay down an ‘illah as a whole, but as long as there is no evidence pointing to an ‘illah it will amount to ritual [not-rational] obedience, because this is the meaning of there being an ‘illah and not that it has no ‘illah at all. (Badawi, 2008: 189-190)
The claim that interest is prohibited as per the Qur’ānic prohibition of “no excess over the principal” without consideration of “Deal not unjustly, and ye shall not be dealt with unjustly” - both in the same verse - illustrates a mechanical and legalistic approach; it asserts that the jurists are to apply ‘illah without regard to rationale or wisdom. Thus, while the orthodox exponents of Islamic finance and banking, armed with the injustice and exploitation argument, routinely offer pious statements about Islam’s prohibition of ribā (and interest, as part of the ribā-interest reductionism), to them both issues — injustice and exploitation - become immaterial or irrelevant to them in terms of application (Farooq, 2007c).

V. Conclusion
The limited purpose of this essay is to explore whether the commonly cited hadiths to define ribā hold up as claimed. While the Qur’ānic prohibition can be easily understood in the case of ribā al-jāhiliyyah, and the rationale for it is obvious, it is indeed a daunting task to utilize all the cited hadiths to define ribā and to broaden its scope, in particular, to contend that all forms of interest (including interest in a competitive, regulated environment) in a modern economy are prohibited. Lest it is misunderstood, the purpose of this essay is not to argue that interest is modern banking is permissible in a blanket manner; rather, it is to illuminate the challenge in defining ribā based on hadith and the anomalous outcomes that traditional scholarship has produced.

Readers might remember that Thomas, an expert in Islamic finance, asserted that these ‘six’ hadiths define what is prohibited as ribā. Of course, not just Thomas, but also the orthodox uses these hadiths to define ribā. But in view of this analysis, let the readers decide whether these hadiths should scope out the prohibition contemporarily. As this essay demonstrates, considering all the commonly cited, relevant hadiths in defining ribā, there seems to be more of a conundrum than a definition.

Notes
3. For a detailed discussion about these myths as well as mutawātir/āḥād classifications of hadiths and to appreciate better the contents here, see the chapter ‘Islamic Law and the Use and Abuse of Hadith’ in Farooq (2008b, forthcoming).
4. Haddad, quoting Ibn Ḥajar from his *al-Qawāl al-Musaddad fi'l-Dhahab 'an Musnad al-Imām Ahmad* (published by Shaykh Ahmad Shākir in his edition of the Musnad). Translating 'rigorously authenticated' for *ṣaḥīḥ* is rather a recent practice. Reputable scholars and academics in their works have rarely used such more presumptuously translated terms. There are even some additional problems with the usage of such translations that appear mostly in non-scholarly works. Those who have begun using it do not provide any rationale for using new translation, instead of the terms commonly used by the scholars. For more, see Mohammad Omar Farooq, "Ṣaḥīḥ as 'Rigorously authenticated' and Hasan as 'Authenticated': Unwarranted translations and creating misperceptions" [Unpublished essay, IBFnet, message #5722, November 21, 2006, accessed on June 3, 2008 at http://finance.groups.yahoo.com/group/ibfnet/message/5722].


6. Mufti Usmani quoted this in the "The Text of the Historic Judgement on Interest" (item No. 101), while acknowledging that this is a disputed hadith at best (No.102-No.103).

7. Quite interestingly, while there are quite a few hadiths about *qard* (loan) in hadith, there does not seem to be any hadith referring to *qard hasan*, the expression in the Qur’ān. My search in *Mu jam al-Munfahrs bi-alifzaq al-Hadith*, the concordance of nine major hadith collections (Bukhārī, Muslim, Abū Dāwūd, Nāṣīrī, Tirmidhī, Ibn Mājah, Muwaṭṭa′, Musnad Ahmad and Dārimi), did not turn up any mention of *qard hasan*. Why does the Qur’ān refer to *qard hasan*, but the expression does not occur in hadith? One plausible reason is that *qard hasan* is much broader than the *qard hasan*. While any excess payment on *qard hasan* (a charitable loan of benevolence) does not make any sense, and thus the prohibition of any excess is quite meaningfully covered in the Qur’ān, the same may not apply to *qard* in general. For more details, see Farooq, 2008a.


14. See the chapter 'Qiyās (Analogical Reasoning) and Some Problematic Issues in Islamic law’ in Farooq, 2008b.

15. It is argued that, even with the validity of qiyās as a source of Islamic jurisprudence accepted, extending the prohibition beyond the six commodities may violate one of the conditions for valid qiyās. "The fifth condition for the validity of qiyās is that the wordings of law of the original case should not be changed after the causation. The
reason is that a textual injunction is prior to qiyyās in respect of letter and spirit. Qiyyās is not valid in the presence of a textual law. Similarly, it is not valid if the words of the law of the original case are changed. ... [for example] ... The Prophet has allowed to kill only five reptiles specified by him within the premises of ḥarām (sacred territory at Mecca). The analogy of these reptiles cannot be extended to other animals because the causation changes the words of the text. As such, the number of animals exempted by the Prophet will be more than five. Hence this cannot be allowed." (Hasan, 1986, p. 23)

17. Muhammad Taqi Usmani. See the segment "Basic cause of prohibition".
19. The text in the original Arabic book is: "Inna arbā al-ribā al-istīṭālah fi ʿird al-muslim bi-ghayr ḥaqq." (Vol. II, #4876. Arabic Abū Dāwūd is a two-volume collection, while the English translation is in three volumes.)

BIBLIOGRAPHY


