

In the end, one question remains to be answered. Is there a need for coining a new term *riba alfadl* for *riba* in the trading cases—while referring to *riba* in loans as *riba annasiah*? Our argument does not favour such a distinction. From a juridical point of view, as long as there is a discrepancy in a like-for-like exchange—be that a loan or a trading transaction—it is *riba*. *Riba alfadl* and *riba annasiah* are thus two sides of the same coin or two names for the same thing—*riba*. The nomenclatures *riba alfadl* and *riba annasia* nevertheless serve the useful purpose of reminding whether the argument is in the context of trading or loans. But perhaps one day this may not be necessary.

Allahumma Sallay `alaa Sayyidena Muhammad wa barik wa sallim `alaih. Ameen.

بقیہ: سلام کی اہمیت

ممانعت کی نوعیت

سوال یہ ہے کہ یہ حکم کیا مستقل نوعیت کا ہے یا اس وقت کے مخصوص حالات کے تحت دیا گیا ہے؟ رسول اللہ ﷺ کے مدینہ منورہ پہنچنے کے فوراً بعد یہود کے ساتھ امن و امان، مذہبی آزادی اور باہمی تعاون کا معاہدہ ہوا اہل لیکن انہوں نے کبھی اس کی پاس داری نہ کی۔ ان کی اسلام دشمنی، سازشیں اور خیانتیں روز بروز بڑھتی ہی چلی جا رہی تھیں۔ سلام و کلام میں ان کے غیر شریفانہ رویہ کا ذکر آگے رہا ہے۔ ان کی ان تمام حرکتوں کے باوجود قرآن نے درگزر کا حکم دیا (البقرہ: ۱۰۹) جب یہ سازشیں آخری حد کو پہنچ گئیں تو ان سے جنگ بھی ہوئی اور انہیں جلا وطن بھی کیا گیا۔ (الحشر: ۱-۵) اس طرح حالات کے لحاظ سے ان کے سلسلہ میں اسلام کے رویہ میں تبدیلی آتی رہی ہے۔ ہو سکتا ہے کہ سلام میں پیش قدمی نہ کرنے اور راستہ میں ان کا احترام نہ کرنے کی ہدایت اسی طرح کے حالات میں دی گئی ہو۔ ظاہر ہے حالات کے بدل جانے کے بعد حکم بھی بدل جائے گا۔ اس کی تائید بعض صحابہؓ و تابعینؒ کے عمل سے ہوتی ہے۔ (جاری ہے)

camels for camels.¹⁰ In the second case, on the other hand, the Prophet (*Ṣallāllāho `alaihay wasallam*) allowed deferment of payment of unplucked dates for those in hand. However, the principle of equality in exchange—though approximately in terms of *sa`a* or another chosen measure—was not relaxed in this case.

In general, extreme caution is warranted in the application of the *riba A`hkam* in the *A`hadith* to new cases. Unexpected complications may arise in the deduction process, especially in determining when two items in an exchange do not belong to the same category. For example, take the case of meat. Do we recognize meat of camel and that of goat as "meat" or two different things? In this and similar other cases it is better to note that the *A`hkam* in the *A`hadith* just guide us on how to execute like-for-like exchanges.—They do not make it binding on anyone to enter into such exchanges. And, whenever there is a doubt, the *`Hadith* of AbuSa`eed Khudri about Sayyidena Bilal's purchase of dates recommends the approaching of one's needs through an indirect exchange. The trading of meat of camels for that of goats may also be done in this way. This approach spares us from the need to worry about exemptions in the applicability of the *A`hkam* of *riba*.

The *A`hkam* in the *A`hadith* are as relevant today as they were fourteen centuries ago. There are many like-for-like trading instances around us. For example, the exchange of decomposed currency notes for new ones by money-changers. Selling of garlands of currency notes for rupees. Exchange of an old piece of jewelry with a new one from a jeweler. This list can be expanded. The *A`hadith* on *riba* can help us (1) to determine the Islamicity of such trading practices, (2) to seek the Islamic options in those cases and (3) to draw the principles for the reform of markets from the Islamic point of view.

10 See "Selected Issues in Riba" (*Hikmat-e-Qur'an*, June 1995, English section, pp.6-7) for a likely reason behind the exemption of camel-for-camel transactions from the *A`hkam* of *riba*.

texts, the same principle need not apply to rupees versus dollars trading.

Note that in the above analysis, while the A`hkam are derived for new cases, the focus is on the forms of transaction and the likelihood of riba. Thus, in general, if in some case the likelihood of riba in a given trading arrangement can be established, the guidelines stated in the A`hadith shall be observed. But if in some case one has every reason to believe that riba (in the sense of discrepancy in the give-and-take-back of items of the same kind) is unlikely, it need not be subjected to the stringent conditions prescribed in the A`hadith. Nevertheless before allowing such a trading arrangements, additional checks would have to be applied to ward against *ghararr* (any ambiguity in the contract which may lead one of the parties to contest the outcome later on), *shar aan* (two mutually exclusive conditions in the contract) and other features proscribed by Shari`ah.

The above approach has a positive aspect. It brings virtually all like-for-like trading exchanges under the ambit of the A`hkam of riba. This, in turn, resolves the difference of opinion among various schools of fiqh on whether to exempt the eggs-for-eggs type trading exchanges or those in the acid-for-acid category from the A`hkam of riba--on the basis of the nature of the goods in question.

The issue of exceptions to the above A`hkam is very delicate. In our limited knowledge, the only exceptions traceable to the A`hadith on riba are (1) camel-for-camel type trades and (2) `araya (selling of yet unplucked but partly ripe dates for dates in ready possession of another person).--*Allaho a`alam*. In the first case, while the rate of exchange was left at the discretion of the trading parties and they were allowed to separately enter into lending and borrowing camels on unequal terms, the Prophet (*SallAllaho `alaihay wasallam*) prohibited a credit sale--a combination of cash sale and loan transaction--of

the context of give-and-take process associated with a transaction. This can be done as follows.

Consider the trading of eggs of large size for those of small size. Rationale behind such an exchange may lie in the desire of the owner of large eggs to reduce his cholesterol intake while enjoying egg yolk. Technically speaking, both items belong to the eggs category. So if two parties are interested in such a trade, the exchange has to be on a one-to-one and equal basis in terms of the number of eggs, the unit by which eggs normally change hands. Thus the *mithlamm-be-mithlin* and *sawa'amm-bis-sawā'in* conditions would stand fulfilled. But what about the *yadamm-be-yadin* or spot restriction? If the exchange were not on a spot basis, it is conceivable that eventually the buyer in the transaction may receive either more or less (in terms of weight) than what he might be anticipating at the time of entering into the transaction. Such a quantitative, though not numerical, difference would also fall under *riba*. This prospect makes the *yadamm-be-yadin* condition also binding on eggs-for-eggs trading.

Next, take the case of someone buying dollars with rupees. The rate of exchange can be at the discretion of the trading partners as per the A`hkam in the A`hadith. But will the *yadamm-be-yadin* constraint apply in this case? Two one-rupee notes may differ in their serial numbers and issuing dates; but they are identically the same for all practical purposes. This point holds for dollars as well. Therefore, if the rate of exchange were fixed at the time of the contract and the buyer paid rupees accordingly but the seller deferred the payment of dollars, what the buyer might be committing to and what he might get later on would remain the same. In other words, there would be no chance of *riba* in the sense of a discrepancy. Therefore, whereas gold-for-silver coins exchange is to be subjected to the spot trading restriction as per the A`hadith

conclusions from A`hadith is, therefore, like treading a tightrope. Perhaps a balance can be maintained and extreme positions avoided as follows.--*Allaho a`alam.*

The Muslims have the following standing instructions from Allah *Sub`hanahu wa Ta`aala:*

وَمَا أَنْتُمْ بِالرَّسُولِ فَخُذُوهُ وَمَا نَهَاكُمْ عَنْهُ فَانْتَهُوا (الحشر : ۷)

And whatever the Prophet gives you, take it. And whatever he forbids, stay away from it.

[*al`Hashar, 7(part only)*]

Therefore, in all cases explicitly mentioned in the A`hadith, the guidelines prescribed therein have to be observed in both letter and spirit. Thus in like-for-like trading of gold, silver, wheat, barley, dates and salt, not only that the exchanges have to be on a one-to-one and equal basis, but also the spot trading restriction ought to be observed.--There is no question of credit sales in these cases. Likewise, in the heterogeneous exchanges involving these six items, such as gold for silver trading, though the rate of exchange may be at the discretion of the trading partners, credit sales ought to be treated as forbidden.

When the Prophet (*ṢallAllaho `alaihi wasallam*) gave the above guidelines, there also existed many other goods in the economy at that time. It is reasonable to presume that their exchanges too were subjected to the A`hkam of riba. However, what might have been the line of argument in this respect? Moreover, how were the people to extend the A`hkam in the A`hadith to new cases later on, including those in the present age? In this regard, necessary lead may be taken from our main result: **the A`hkam in the A`hadith brought the trading practices into line with the Qur`anic A`hkam on riba.** Accordingly, in ascertaining the applicability of the A`hkam to new cases, the focus may be on the likelihood of riba itself in

accidentally landing into *riba* by requiring the Sa`habah to observe the spot restriction in the said trading exchanges.

SECTION III

CONCLUSIONS/IMPLICATIONS

This study explicates the link between the A`hkam of *riba* in the Qur'an and those in the A`hadith. More specifically, it argues that the A`hkam in the A`hadith bring the A`hkam for trading into line with the Qur'anic A`hkam on *riba* about loan transactions. Put differently, the A`hkam in the A`hadith serve the all-important purpose of elimination of *riba*—in the sense of a discrepancy in give and take back of items of the same kind—from trading exchanges.

Interpretation of the text of a `Hadith and derivation of A`hkam from the same, though interrelated, are not one and the same thing. Interpretation means understanding. There is always room for better understanding, of course, in the light of proper reinterpretation. The derivation of A`hkam involves going beyond the immediate text of a `Hadith. This makes it a delicate matter. In the opening Ayah of Surah *al`Hujuraat*, the believers are warned as follows.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَقْدِمُوا بَيْنَ يَدَيْ اللَّهِ وَرَسُولِهِ وَاتَّقُوا اللَّهَ
إِنَّ اللَّهَ سَمِيعٌ عَلِيمٌ (الحجرات : ١)

O believers, advance not before Allah and His Prophet.
And, fear Allah. Surely Allah is All-Hearing and All-Knowing.

[*alHujuraat*, 1]

Staying short of or saying more than what is desired by Allah *Sub`hanahu wa Ta`aala* and His Prophet (*SallAllahu `alaihi wasallam*) are equally undesirable. Drawing

may be clarified with reference to the narration of AbiQilabah (*Sa`hah Muslim, BaburRiba*).⁸

It so happened that Sa`habah were on a military campaign under the command of Mo`aawiyah (*RadiAllaho`anho*) during the Khilafah of Sayyidena `Omar. The booty of war included a silver pot. Mo`aawiyah ordered its auction with the price to be adjusted against the future salary of soldiers. Sayyidena `Obadah strongly objected to this transaction, and it did not fall through. In giving his reasons, Sayyidena `Obadah repeated the message of his other well-known A`hadith. In this `Hadith the message between the lines is as follows.

The salary of soldiers was in dirhams (silver coins). Thus the transaction became a silver-for-silver trade with deferment of payment at the buyer's end. It may now be seen that if the transaction lost its cash or spot character, it automatically became impossible to satisfy the *sawa'amm-bis-sawa'in* condition because the weight of the future dirhams at the buyer's end could be different from that of the silver pot. Thus a discrepancy or *riba* became likely in the transaction.⁹

Indeed the aforementioned possibilities of *riba* could be avoided with a directive by the Prophet (*SallAllaho`alaihay wasallam*) obliging the Sa`habah Keraam (*RidwanAllahe`alaihim ajma`een*) to take suitable remedial measures. But the original A`hkam of Shari`ah are not in a conditional form--that is, in an `if` and `but` format. Accordingly, one finds that the Prophet (*SallAllaho`alaihay wasallam*) closed the doors on

8 Imam Malik and Nasa'ee report a similar `Hadith on the authority of Ataa bin Yasaar. In those narrations the name of AbiDardaa is mentioned instead of that of Sayyidena `Obadah bin Samett. But the main points in that narration are more or less the same as those reported here.

9 This point can also be seen with reference to a gold-for-silver exchange. A detailed argument is available in "Prospects for International Transactions without Riba" in *Elimination of Riba from the Economy* (Islamabad: Institute of Policy Studies, 1994, pp.270-271).

for riba. This example further confirms that the Prophet (*SallAllaho `alahay wasallam*) struck at the root of riba with the imposition of the *mithlamm-be-mithlin* restriction.

Together, the three conditions *mithlamm-be-mithlin*, *sawa'amm-bis-sawa'in* and *yadamm-be-yadin* firmly closed the door on riba in like-for-like trading exchanges.

Let us now review the dilemma in the literature about the significance of the spot restriction in the A`hadith.⁷ The Prophet (*SallAllaho `alahay wasallam*) ordered the Sa`habah to strictly observe this condition irrespective of whether it was, for example, gold-for-gold or gold-for-silver trade. As noted in section I, Fuqaha have taken an extreme position on this point. But before one concedes that time lag alone means riba in the said trading exchanges, the following points merit consideration.

Is it possible that if trading of gold for gold was on a one-to-one and equal basis by weight, as directed by the Prophet (*SallAllaho `alahay wasallam*), but either the payment or the delivery of gold was deferred, there was riba? The answer is "no" because the said transaction would not involve any discrepancy in the give-and-take-back process. That deferment in payment or delivery does not automatically amount to riba, is also confirmed by the following fact: the Prophet (*SallAllaho `alahay wasallam*) imposed the same spot restriction on the heterogeneous exchanges in gold, silver, wheat, barley, dates and salt as well, although he left the rates of exchange at the discretion of the trading parties. But, then, where did the significance of the spot restriction on trading lie? This point

6 Paisas are metallic coins. One paisa stood for 1/64 of a rupee before the introduction of the metric system. At present, one paisa is one-hundredth of a rupee.

7 In "Selected Issues in Riba" (*Hikmat-e-Qur'an*, June 1995, English section, pp.9-10), reasons were given for time not being critical in the assessment of riba. Here the emphasis is on interpretation of the texts of the A`hadith.

selling in like-for-like exchanges. That is, it should not be the case that one sells, say, wheat by some measure like *sa`a* but buys it by a weight like kilograms; moreover, the chosen measure or weight must be the same for both buying and selling. This interpretation is supported by the fact that there were no uniform standards for weights and measures in Arabia during the early Islamic days. According to Abdullah Ibne `Omar, the Prophet (*ṢallAllaho `alaihi wasallam*) appreciated measures of the people of Madinah but weights of the people of Makkah. (*Mishkat alMasābih, BabusSalam wa arRehn*, Hadith No.6) Thus, for example, the *mithlamm-be-mithlin* condition required the use of the same *sa`a*—either that of Madinah or that of Makkah—for both selling a product and buying its like. In other words, it was not to be the case that two Makki and Madni traders exchanged their dates (of different qualities) with each one of them using a different *sa`a* to make his offer. This principle governed, among other things, trading transactions between Makki and Madani businessmen in trade fairs at the time. The differences in the US and the UK measures of bushels, gallons and pints affirm the relevance of *mithlamm-be-mithlin* restriction even today.

The significance of an explicit statement of the *mithlamm-be-mithlin* principle can also be seen in the following illustration. Mufti Sayyahuddin Kaka Khel (*Ra`himahullah*) once narrated that in the tribal areas of Pakistan some money-lenders lent by rupees and required the borrowers to pay back in rupees. However, at the time of loan settlement, the borrowers were bound to buy rupees from the lenders with the help of paisas.⁶ In the rupees-for-paisas trading, the official conversion ratio between paisas and rupees was disregarded in favour of the lender on the pretext of having rupees on one end of the exchange and paisas on the other. The bringing of paisas into a rupee-for-rupee transaction clearly provided an avenue

Basically three conditions are prescribed to govern like-for-like exchanges of gold, silver, wheat, barley, dates and salt: *mithlamm-be-mithlin*, *sawa'amm-bis-sawa'in* and *yadamm-be-yadin*. In some A`hadith one comes across *'ainamm-be-'ain:n* as a proxy for *mithlamm-be-mithlin*.⁵ Likewise the term *haa u-wa-haa* is also used in place of *yadamm-be-yadin*.

Of the three conditions, *yadamm-be-yadin* and *sawa'amm-bis-sawa'in* are clear-cut. *Yadamm-be-yadin* means "hand to hand" or "on spot". *Sawa'amm-bis-sawa'in* implies that there must be equality in the exchange. The A`hadith further state that the equality was to be observed in terms of weight for gold and silver and by *sa`a* (a bowl-type measure) or *mudy* (=22.5 *sa`a*) for the other four commodities. The condition *mithlamm-be-mithlin* calls for extreme care in interpretation.

It is noteworthy that the A`hadith explicitly refer to "gold for gold", "silver for silver" and similar other exchanges. And, the condition *mithlamm-be-mithlin* comes in the A`hadith texts after the said mention. "Gold for gold" signifies that one is already talking in the framework of a like-for-like exchange. Thus, *mithlamm-be-mithlin* ought to mean something more than "like for like". It cannot be translated as "same for same" either due to the following reason. If, for example, the gold given and that to be taken back were identical in every respect, spot trading of gold for gold would become meaningless, and the decree in the A`hadith redundant. This last thing is not possible.

In our earnest view, *mithlamm-be-mithlin* means that the unit of exchange must be one and the same for both buying and

5. Sometimes *'ainamm-be-'ain:n* also conveys the sense of "then and there" or "on cash basis". In that event, it means the same thing as *yadamm-be-yadin*. And, if both conditions appear in the same Hadith, that may be meant to place extraordinary emphasis on the need for the exchange to be on spot.

voluntary gold-for-gold exchange is unthinkable otherwise. One conceivable case of gold-for-gold trades was as follows. A goldsmith had a plate or some necklace made of gold, and he wanted to sell his merchandise for dinars--pure gold coin at the time. He could have the temptation to think that his merchandise differed from dinars--because, for example, the plate and the bracelet embodied manufacturing costs. As noted above, the lender of gold was called upon to concede his costs (associated with the lending operation). Then, how could a goldsmith be allowed to claim his 'costs' as long as he was operating in the general framework of a gold-for-gold exchange?

It may also be recalled that once Sayyidena Bilal traded two *sa`as* of poor quality dates for one *sa`a* of good dates. (*Mishkat alMaṣābih*, *BaburRiba*, Hadith No.8) The most likely reason on Sayyidena Bilal's part was that qualitative differences between the dates sold and those purchased justified their treatment as two different things and, hence, the exchange on unequal terms. But the Prophet (*SallAllaho `alaihay wasallam*) declared the excess of two *sa`as* over one *sa`a* to be *riba*. The point was: as long as Sayyidena Bilal was transacting in a dates-for-dates framework, he ought to have ignored the qualitative differences between the two types of dates and traded them on a one-to-one and equal basis.⁴ Otherwise, the discrepancy in the give and take back process came under *riba*.

The foregoing illustrations establish that the fundamental position of the A`hkam in the A`hadith is that of rationalizing trading practices with the Qur'anic A`hkam on *riba*. In this perspective, we may now discuss the meanings of various restrictions on trading specifically mentioned in the A`hadith.

4 This interpretation is supported by the fact that the Prophet (*SallAllaho `alaihay wasallam*) did not stop Sayyidena Bilal from exchanging his poor quality dates for good ones, but ordered that the exchange be indirect. That is, good quality dates were to be procured with the proceeds of the sale of poor quality dates in the open market.

First, the lender is being called upon to concede the aforementioned costs valued at Rs.650 if he opts for the transaction under reference. Second, though the lender takes back Rs.5000 by counting, after taking into account the said costs he in fact gets "Rs.5000 minus Rs.650" or Rs.4350. Since Rs.5000 do come back in the possession of the lender at the time of loan settlement, the second point can be rephrased as follows. What the lender gives and what he takes back are qualitatively two different things—though they are of the same kind, i.e., rupees in the example at hand. In this way, when the lender is restricted to his original sum, practically he is being required to ignore the qualitative differences between the thing given and that taken back while executing the transaction on a one-to-one and equal basis.

The above exegesis reveals the existence of the following two auxiliary edicts in the Qur'anic decree governing loan transactions.

- (i) **In a like-for-like exchange of rupees or something else, the lender must concede his costs.**
- (ii) **The lender must ignore the qualitative differences between the thing given and that taken back, and treat the two as the same in terms of the relevant units of exchange—rupees in the case of rupee-denominated loans, tons (bushels) for wheat lent by tons (bushels), and so on.**

With these two points before us, it should now be easy to see the message in the A`hadith on *riba*, which are about trading of gold, silver, wheat, barley, dates and salt. We select the cases of gold and dates to explain the main point.

The Prophet (*ṢallAllaho `alaihay wasallam*) ordered that gold be traded for gold on the basis of equality in terms of weight and on spot. In spot trading, gold-for-gold transaction meant exchanging gold in one form for that in another.—A

SECTION II

INTERPRETATION OF THE A`HADITH

The A`hadith on riba specifically refer to trading transactions of a like-for-like type. Loan too is a like-for-like exchange, though with a time lag in the give and take back process. It is, therefore, desirable to begin the argument with a review of the Qur'anic A`hkam about loans. Since it is the lending party that really matters in a loan, important points about loan transactions are elucidated here from the lender's point of view.

A loan transaction always carries with itself some costs for the lender. Depending on the case at hand, there may be one or more of the following costs: (1) lending costs (the cost of arranging the loan if the object of loan does not happen to be in ready possession of the lender and/or the cost of record-keeping), (2) costs in the form of income foregone (until the sum/thing lent returns to the lender) and (3) collection costs in the loan recovery process. Inflation comes into the picture by escalating costs in the second and third categories. In extreme cases, these costs may approach or even exceed the principal of the loan. In such cases (pure) loan transactions are unlikely to take place. However, as long as lenders do not shy away from loan transactions, existence of inflation is inconsequential for the line of argument and the conclusions drawn hereunder.

With the above points in mind, take the case of X lending, say, Rs.5000 for 5 years to Y. Suppose the aforementioned costs to the lender amount to Rs.650. It is well-known that according to the A`hkam of riba in the Qur'an, the lender is entitled to get back only Rs.5000 by counting—neither more nor less. But this decree involves the following two points.

schools of fiqh depending on what distinguishing features of the six goods are emphasized and, hence, what additional items are brought under the ambit of the A`hkam of *riba alfadl*. The `Hanafi fuqaha consider *kayl* (measurability by meters, bushels, litres, etc.) and *wazan* (weighability in terms of kilos, etc.) as the criteria, and exempt unequal exchanges of eggs for eggs, for example, from the A`hkam of *riba alfadl*. On the other hand, the Shafi`ee fuqaha consider *qadr* (value) and *to`am* (edibility) as the critical features of the six goods, and thus keep unequal exchanges in items like calcium carbonate outside the purview of the A`hkam of *riba alfadl*.

The following questions remain unanswered in the current literature on *riba alfadl*.

1. Is it not possible that the `Hadith-based A`hkam are meant to bring the A`hkam for *boyo`u* (trading) in line with the Qur`anic A`hkam on loan transactions?
2. Why is it that a person could give and take back gold dinars by weight or by counting in the framework of a loan, but he could not defer either the payment or delivery in a gold dinar for gold dinar "trading" exchange? A similar question may also be asked about a gold dinar vs silver dirham exchange.
3. The communication formats in various A`hadith on *riba* are not identical. Does it not call for focus on the purpose of the guidelines in the A`hadith rather than their literal interpretation?

These questions provide the motivation for this study. In their answers lies the key to understanding the nature and scope of the A`hkam on *riba* given in the Qur`an and Sunnah.

The principal A`hadith on *riba* are about trading of six items: gold, silver, wheat, barley, dates and salt.² These A`hadith state that like-for-like exchanges of the said items--such as, gold for gold or silver for silver--should be in equal quantities and on the spot. In heterogeneous exchanges--for example, gold for silver--the rate of exchange may be at the discretion of the trading parties, but the observance of the spot restriction on exchange is essential.³ Other notable points about the `Hadith-based literature are as follows.

1. The A`hkam in the A`hadith supplement, rather than complement, the Qur`anic A`hkam about loans and extend them to trading matters. Accordingly, while *riba* in loans is referred to as *riba annasiah*, a new term *riba alfa`dl* is coined to cover *riba* in trading.
2. A good deal of care has been taken to abide by a literal interpretation of the A`hadith. Thus in the context of gold, silver, wheat, barley, dates and salt, *riba alfa`dl* is said to arise whenever a like-for-like exchange is on unequal terms or one of the parties delays the delivery. In the context of heterogeneous exchanges of the said items, deferment in payment or delivery too is taken to imply *riba alfa`dl*.
3. While generalizing the above points to other cases, *riba alfa`dl* is said to arise in trading of all commodities which share the attributes of the original six items, as above. In this respect, there is a difference of opinion among various

2 In addition, according to the `Hadith of Ma`amar bin Abdullah, the Prophet (ﷺ) advised against the trading of *ta`aam* (cooked food) for *ta`aam* on an unequal basis. (*Mishkat alMa`abih, BaburRiba*, Hadith No.5)

3 See the comments of Muhammad Akram Khan on WHAT IS RIBA? in *Hikmat-e-Qur`an*, February-March 1995, English Section, especially pp.10-11). These and other points listed here can also be confirmed from Wahbah azZohaili's *Fiqh alIslami wa Adillatohoo, Volume IV* (Beirut: DarulFikr, 1985, pp.668-680) and Maulana Mufti Muhammad Shafie's *Mas`alae Sood* (Karachi: Darul Isha`at, 1979).

A clarification is necessary at the outset: at no stage is the authenticity of any `Hadith called into question. This study merely draws attention to an interpretation which already exists in the texts of the A`hadith on riba. There are two basic issues in the study of the relevant A`hadith: (1) how to understand their texts, and (2) how to draw further conclusions from them for application to the existing economic life. The argument is divided into three sections. In section I the concept of *riba alfaḍl* is explained. This is in fact a summary of the existing thinking with reference to the A`hadith on riba. In section II a fresh interpretation of the A`hadith is attempted by relating the argument to the A`hkam on riba in the Qur'an. In section III some critical conclusions and their implications are noted.

SECTION I

THE CONCEPT OF RIBA ALFAḌL

A famous Hadith attributed to Sayyidena Osamah bin Zaid (*RaḍiAllaho `anho*) states that "riba is in *nasiah* (loans)". (*Mishkat alMaṣābih, BaburRiba*, Hadith No.18) This may lead one to think that riba is only in loan transactions. But such an impression is corrected by the narrations of AbiNaḍrah, AbiṢaleh and `Ataa bin AbiRiba`h (*Ṣa`hi`h Muslim, BaburRiba*) about the views of AbuSa`eed Khudri, Abdullah bin `Omar and Abdullah bin `Abbas (*RaḍiAllaho `anhoun*). In fact, the emphasis in the A`hadith on riba is on trading matters. Narrators of these A`hadith include Sayyidena `Omar bin Khattab, Sayyidena `Osman bin `Affan, Sayyidena `Obadah bin Ṣamett, AbuSa`eed Khudri, AbuHurairah, AbiBakrah, `Abdullah bin `Omar, Malik bin Aus, Fudalah bin `Obaid, Bir'aa bin `Aazib, Zaid bin Arqam and some other Ṣa`habah--*RiḍwanAllahe `alaihim ajma`een*.

RIBA ALFAḌL

Sayyid Jahir*

Riba alfaḍl is a difficult subject. Problems arise because it involves interpretation of A`hadith, which is not any easy task. Unlike the Ayat of the Qur'an, usually there are more than one narrations on every subject. In many cases one also comes across differences in the details emphasized by the reporting Sa`habah and in their choice of words. Then, as far as *riba alfaḍl* is concerned, there exists an established tradition going back to Imam Abu `Hanifa (80-150 A.H., Koofah), Imam Malik (93-179 A.H., Madinah), Imam Shafie (150-204 A.H., Egypt) and Imam Ahmad bin Hanbal (164-241 A.H., Baghdad). In this perspective any new attempt to review the subject carries the risk of generating more heat than light if one's line of argument and some of the conclusions differ from the established views. Therefore, this study has modest goals. Its aim is to draw the attention of all concerned to the proper line of reasoning and some conclusions that are supported by the A`hadith themselves.

This study draws its justification from the fact that most of the existing views rely on literal interpretation of the A`hadith without taking note of their oral character and the practical cases which they fitted into. In this sense, it is an application of the approach followed in "What is riba?" (*Hikmat-e-Qur'an*, November 1994, English section, pp.1-6) to the study of A`hadith. It is hoped that *Insha'Allah* this humble attempt will give a meaningful direction to the thinking on the subject of `Hadith and riba. It is also expected that the argument will be received and reviewed on merit.

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