**Riba, Interest and Six Hadiths: Do We Have a Definition or a Conundrum?**

Dr. Mohammad Omar Farooq

Associate Professor of Economics and Finance
Upper Iowa University

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[Draft; Feedback welcome]

The Readers are highly encouraged to read another of my essays "Islamic Law and the Use and Abuse of Hadith" before this one to better follow and appreciate this essay.

**NOTE for fellow Muslims:** Because this topic involves what is *haram* (prohibited) and *halal* (permissible) in Islam, every Muslim MUST do his/her own due diligence and conscientiously reach own position/decision in regard to personal practice. In doing so regarding this matter or any other aspect of life, Muslims should seek guidance from the Qur'an and the Prophetic legacy.

Each hadith is properly referenced, but for internal reference within this essay, in the sequence presented, each hadith is numbered with # H-.

Some of the references in this essay are from secondary sources. As the draft takes it final shape, original sources would be gradually cited and replace the secondary source citations.

“There is nothing prohibited except that which God prohibits ... To declare something permitted prohibited is like declaring something prohibited permitted.”

Ibn Qayyim

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**I. Introduction**

The Qur'an categorically prohibits *riba*. However, since there is no unanimity about the definition or scope of this prohibition, we will use the original term *riba* throughout this essay. In the Qur'an it is specified:

Those who devour *riba* will not stand except as stands one whom the Evil One by his touch hath driven to madness. That is because they say: “Trade is like *riba*.

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1 Quoted in Abdulkader Thomas (ed.) *Interest in Islamic Economics: Understanding Riba* [Routledge, 2006, p. 63]
but Allah hath permitted trade and forbidden *riba*. Those who after receiving direction from their Lord desist shall be pardoned for the past; their case is for Allah (to judge); but those who repeat (the offence) are companions of the fire: they will abide therein (for ever) [2/al-Baqarah/275]

O ye who believe! Devour not *riba*, doubled and multiplied; but fear Allah; that ye may (really) prosper. [3/Ale Imran/130]

If ye do it not, Take notice of war from Allah and His Messenger: But if ye turn back, ye shall have your capital sums: **Deal not unjustly, and ye shall not be dealt with unjustly.** [2/al-Baqarah/279]

Among other verses that deal with *riba* are: 2/al-Baqarah/276, 278; 4/an-Nisa:160-161. These verses do not really define what is *riba* and based on the historical practices during the period of revelation, what is definitely prohibited in the Qur'an is known as *riba al-Jahiliyyah*.

"The way in which *riba* was doubled and redoubled in the pre-Islamic period is expressed by the son of Zayd b. Aslam (d.136/754) as follows:

*Riba* 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, p. 22; the above quote is fully annotated in Saeed's work]

The exploitation and injustice of such *riba*-based transactions are obvious, and hardly require any further explanation or rationalization. This type of *riba* is known as *riba al-jahiliyyah*, and according to some Islamic scholars, such as Imam Ahmad Ibn Hanbal, only such *riba* is unlawful without doubt from the Islamic viewpoint.

"The Qur'an vehemently condemns *riba*, but provides little explanation of what that term means, beyond contrasting *riba* 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 (*riba al-jahiliyya*). Since this practice is recorded as existing at the time of the revelation, it is one certain instance of what the Qur'an prohibits. Hence Ibn Hanbal, founder of the Hanbali school, declared that this practice - 'pay or increase' - is the only form of *riba* the prohibition of which is beyond any doubt." [Vogel and Hayes, pp. 72-73, quoting Ibn Qayyim al-Jawziyya, d. 1350, *I‘lam al-muwaqqa‘in ‘ala rabb al-‘alamin*, ed. Taha ‘Abd al-Ra‘uf Sa‘d, Beirut: Dar al-Jil, 1973, 2:153-4]

However, gradually, based on hadith, the scope of *riba* was widened and two types were identified: *riba al-fadl* (primarily related to sales transactions), and *riba al-nasiya* (sales or debt involving deferment), where the latter corresponded to *riba al-Jahiliyyah*. Ibn Abbas, one of the major companions of the Prophet and earliest of the Islamic jurists, and few other companions (Usama ibn Zayd, ‘Abdullah ibn Mas‘ud, Urwa ibn Zubayr, Zayd ibn Arqam) "considered that the only unlawful *riba* is *riba al-jahiliyyah*." [Saleh, p. 27]
It is important to note here that based on (a) *riba al-jahiliyyah* and (b) injustice/exploitation as the *hikmat* (wisdom), usury would be prohibited, but interest as it exists in modern economy and finance and especially in all its forms can't be necessarily categorized as prohibited. However, for what is not defined by the Qur'an, generally definitions are sought from the Sunnah/hadiths, and apparently the same is claimed in this case of *riba*.

IBF-Net is an online forum focused on Islamic Banking and Finance and has 3,400+ members with interest in this specialized field as scholars, experts, researchers, practitioners or students. In message #5047 on that forum, Abdulkader Thomas, the founder of *American Journal of Islamic Finance* and editor of the book *Interest in Islamic Economics* [2006], participated in a discussion about the definition of *riba* and how the Qur'an and hadith play a role in defining it. He wrote: "... there is no difference between the Quran and the Hadith, but there are six authenticated hadith that allow us to define this forbidden thing."

Actually, his assertion is based on his (edited) book mentioned above, and the enumerated hadiths are taken from a chapter he wrote "What is *riba*?". His views and works are to be noted, because according to another Shariah expert and member of Shariah 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 the Islamic Finance's most effective voices." [Delorenzo in Thomas, p. 8] Thus, when a claim that some authenticated hadiths "allow us to define this forbidden thing" comes from such an expert, it is worthwhile to explore, indeed.

It is broadly agreed that the Qur'an does not define *riba*. "The Qur'an does not explicitly define *riba* as one type of transaction or another. ... The efforts of the *fuqaha* or judicial scholars like Sh. Zuhayli and the examples of the *hadith* allow us to determine a clear idea of what is *riba*." [Thomas, p. 127] Even second Caliph Umar, one of the closest companions of the Prophet, regretted about inadequate guidance about this matter from the Prophet.

# H-1
Umar b. al-Khattab said, "There are three things. If Allah's Messenger had explained them clearly, it would have been dearer to me than the world and what it contains: (These are) *kalala*, *riba*, and *khilafa*. [Sunan Ibn Majah, Book of Inheritance, Vol. 4, #2727; Ibn Majah adds: "According to al-Zawa'id, the authorities of its isnad are reliable, but it has munqata chain of transmission." p. 113; *munqata* means an interrupted, broken or discontinuous chain]

At the time of the revelation of the verses about *riba*, the only type of *riba* known was *riba al-jahiliyyah*. 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 *riba* was broadened based on hadith. What Abdulkader Thomas referred to are those hadiths (and there are more hadiths in a number of variations) that are commonly presented by the orthodoxy as textual proof for the definition of *riba*. Using the broadened definition, the orthodoxy considers modern interest in all its forms as prohibited. In this essay, we examine those six hadiths to better understand the claim that these hadiths define *riba*. I should clarify that there are definitely a lot more than six hadiths pertaining to *riba*. The only significance of the number "six" in the title of this essay in terms of hadith or themes of hadiths pertaining to *riba* is merely the claim of an expert in Islamic finance that these "six hadiths" (or themes of hadiths, identified as "Theme") define what is *riba*. I should also note that what is presented below is not affected by other hadiths, beyond those six, pertaining to *riba*. 
II. Some pertinent points about Hadith

In message [5078], Thomas shared the six hadiths. However, before we discuss these hadiths, there are a few things about hadith that need to be understood. There are several myths or misperceptions about hadith, such as the following:

1. If a hadith quotes the Prophet, we know that's exactly what the Prophet said
2. Sahih collections contain hadith that are indisputable
3. There is no contradiction in any hadith
4. Hadith provides knowledge or information that is certain or definitive

For the discussion on hadith in this essay, myth-1 and -4 are particularly relevant. What is important to note here is that a hadith being sahih (authentic) does not necessarily mean that it provides definitive (or certainty of) knowledge. Only mutawatir type of hadith - a hadith which is reported by such a large number of people that they cannot be expected to agree upon a lie, all of them together - yields certainty of knowledge about a particular hadith. Even then, only mutawatir bil lafz (mutawatir hadiths that contain exact words in each chain) belongs to this category of hadith that yields certainty of knowledge. Mutawatir bil ma'na (mutawatir hadiths that contain only similar, but not exact words in each chain) does not carry the same weight. The first type, mutawatir bil lafz, is very few in number. Indeed, scholars have identified fewer than a dozen hadiths that belong to this category. Non-mutawatir hadiths are known as ahad (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 ahad and yield only probabilistic knowledge.

They can still be reasonably reliable for guidance, and 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, honor 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. For a detailed discussion about these myths as well as mutawatir/ahad classifications of hadiths and to better appreciate the contents here, please read an essay of this author "Islamic Law and The Use and Abuse of Hadith."

As a matter of illustration, one other point I should touch here before delving into the discussion about those hadiths in detail. One of the critical weaknesses of that book - Interest in Islamic Economics: Understanding Riba - is that the adequate care in dealing with all the hadiths is not indicated. Let me illustrate by referring to a scholar, Sh. Wahba Al Zuhayli, one of the contributors to the book. As introduced in the book, Sh. Zuhayli is "the Dean of the College of Shariah at Damascus University and a member of numerous Shariah supervisory boards governing Islamic banks. His work Fiqh As Sunnah wa Adalatiha is one of the leading and most widely relied upon manuals of modern Islamic jurisprudence." [p. viii]

In the Chapter The juridical meaning of Riba, Sh. Zuhayli cites a hadith as following: "Hakim relates on the authority of Ibn Mas'ud that the Prophet said, 'Riba 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 riba goes mad.' " [p. 27] Endnote #6 adds: "Related by Ibn Majah in a shortened version, and by Hakim in its complete form, deeming it rigorously authenticated. There are many other hadiths of the same meaning, some of which include the phrase, 'Riba consists of seventy categories,' and in others, 'Riba
consists of seventy two categories. 

Interestingly, Ibn Hajar al-Asqalani, one of the foremost hadith scholars (852 AH), has noted about Hakim (and a work of Ibn Jawzi): "A Great Collection of Fabricated Traditions" (i.e., by Ibn Jawzi) is as unreliable in its declaring the grade of "forged" as Mustadrak al-Hakim is unreliable in its declaring the grade of 'sound' (sahih)." 

Let us ignore here the issue of the discrepancy of numbers, seventy vs. seventy-two. Actually, the variation in numbers is much wider. From the traditional viewpoint, such discrepancies do not have any bearing on the acceptability of such hadith, even though it is quite clear that something is wrong here, because some reports say seventy, some seventy-two, some seventy-three and others even more different. However, one of the blind alleys for Muslims at large is that most of them basically have to take such scholars' words at their face value. Let's verify it here. Sh. Zuhayli cites the hadith referring to Ibn Majah as well as Hakim, and this is what Ibn Majah has to add as commentary to that hadith.

According to al-Zawa'id, its isnad contains in it Najsh b. Abdur Rahman Al Ma'shar. The scholars are unanimous on declaring him da'if [i.e., weak]." [Sunan Ibn Majah, Vol. 3, #2274, p. 351.]

So, how is this hadith "rigorously authenticated"? Or, is Sh. Zuhayli claiming this about the longer version of hadith reported by Hakim? If so, then why refer to Ibn Majah, but not mention that it is classified da'if by Ibn Majah himself? But the problem with this hadith is even deeper. Many other hadith scholars also have disputed the authenticity of this hadith.

Anyway, the book Interest in Islamic Economics: Understanding Riba deserves special attention because the author elevates the controversy about interest to the level of belief and disbelief. "Riba is part of a broader problem of belief and behavior. Refusing to combat riba is akin to disbelief. Conceding the argument that money has an intrinsic value is potentially a greater act of disbelief." [Thomas, p. 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'an doesn't define riba, but (it is claimed) that hadith does, the readers need to be mindful about the hadiths mentioned in such works, because readers either have to assume that the quoted hadith are authentic (unless mentioned otherwise) or they would be informed that the hadiths are "authenticated" (even "rigorously authenticated"). However, conscientious readers should never defer their own due diligence to others.

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2 Wikipedia link; direct quotation from Ibn Hajar is needed and once secured, it would be added here.

3 It was only recently that I started noticing the new translation "rigorously authenticated" for sahih. 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, Sahih as 'Rigorously authenticated' and Hasan as 'Authenticated': Unwarranted translations and creating misperceptions [IBFnet, November 21, 2006, message #5722]

4 For detailed references, see Abu Eesa. "The Use of Certain Weak Hadith in Promoting a Ribâ-Free Society"
In the following segments, the pertinent hadiths will be discussed in assessing the assertion that *riba* is defined by certain "authenticated" hadiths. It is important to keep in mind that even though Islamic scholars utilize and apply hadith rather broadly in formulating Islamic laws, the scholars also generally agree and acknowledge that even authentic (sahih) hadiths yield only probabilistic knowledge. [for details, see Farooq_1]

**III. Those six (themes of) hadith**

**Hadith I: Theme - "No *riba* in spot transactions" or No *riba* except in deferment/credit**

# H-2  
I.a. From Usamah ibn Zayd: The Prophet, peace be on him, said: "There is no *riba* except in *nasi'ah* [waiting]." [Bukhari, Kitab al-Buyu, Bab Bay al-dinar bi al-dinar nas'an, #386; also Muslim and Musnad Ahmad]

# H-3  
I.b. "There is no *riba* in hand-to-hand [spot] transactions." [Muslim, Kitab al-Musaqat, Bab bay'i al-ta'ami mithlan bi mithlin; also in Nasa’i].

There are several variations of this hadith. None of these hadith is *mutawatir*. Notably, this hadith in all its variations is quite categorical that there is no *riba* in hand-to-hand or spot transactions. Thus, any transaction that is otherwise permissible and a spot transaction, it can't involve *riba*. Even the orthodoxy accepts these hadith as authentic (sahih), though no certainty of knowledge is established by these hadiths, as these are not *mutawatir*. However, if this hadith is taken literally, as Allamah Suhail points out: "these narrations demolish the self-invented castle of *riba al-fadl*."

The hadith narrated by Usama - “There is no *riba* except in *nasi'ah* or deferment" - suggests that deferment or credit involves *riba*. However, it is all too well known and supported by many hadiths that the Prophet had entered into credit-purchase transactions (*nasi'ah*) and also that he has paid more than the original amount. Also, "Sahaba have paid more than the original amount at the time of repayment and the Prophet approved of it." [Suhail, p. 84]

# H-4  
Sahih al-Bukhari, Volume 3, Book 34, Number 282:  
Narrated 'Aisha:  
The Prophet purchased food grains from a Jew on credit and mortgaged his iron armor to him. [ishtara ta'aman min yahudi ila ajalin wa rahnahu dir'an min hadid; in al-Bukhari, Vol. 3, #309 the hadith is narrated with *nasi'ah*, instead of ajal]

# H-5  
Sahih al-Bukhari, Volume 3, Book 41, Number 579:  
Narrated Jabir bin Abdullah:  
I went to the Prophet while he was in the Mosque. (Mis’ar thinks that Jabir went in the forenoon.) After the Prophet told me to pray two Rakat, he repaid me the debt he owed me and gave me an extra amount.

# H-4 is stated without any qualification: there is no *riba* except in *nasi'ah*. Of course, there are other hadiths, also sahih, that add further qualifications. However, if deferment or credit-based transactions (*nasi'ah*) does involve *riba*, which is categorically prohibited in the Qur’an, then how did the Prophet engage in such purchase based on deferred
payment (# H-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 *riba*, which means “excess”) as in # H-5 above? Are we to assume that the Jew who offered food to the Prophet on credit did not benefit from the transaction, and if he did, then isn’t that *riba*? It should be noted that while such deferred/credit purchase as in # H-4 is considered permissible, buying food on credit (either on a secured or unsecured basis) indicates much greater vulnerability of the buyer/mortgagee than what is involved in a profit-oriented, commercial transaction. Also, since this was a valid and common practice, why these hadiths are trying to emphasize the point that they were paid extra in repayment of debt?

Also, there are those who argue that voluntary extra payment in case of a loan without any “stipulation” of excess is permissible, based on hadiths, such as # H-5. However, if that is so, then it is also contradicted by other hadiths: “Every loan that attracts a benefit/advantage is *riba*.” Without getting into the issue of authenticity of any such narration, advocates of Islamic finance and banking commonly use such hadith. If that is so, then there is no room for differentiating between loans with “stipulated” excess or voluntarily paid extra. How can “all” loans with accruing a benefit to the lender is *riba*, but gratuitous loans are not? This is like having the cake and eat it too. Citing the hadith “All loans with a benefit to the lender is *riba*” to justify that any loans with an extra is prohibited, but then limiting it only to the loans with “stipulated” excess prohibited, to reconcile the hadith that allow voluntary extra payments. Well, this is just another fundamental problem that there are so many hadiths that are contradictory and many jurists or commentators have a tendency to be selective in using hadiths as textual evidence.

Of course, it could also be argued that both the abovementioned hadiths are from a period before *riba* was prohibited. However, then, we will be indulging in making an inference, because there is no definitive knowledge or information to support such an argument.

**Hadith II-III: Theme - In case of loans, no excess is to be accepted by the lender**

# H-6
**II.** From Anas ibn Malik: The Prophet, peace be on him, said: “If a man extends a loan to someone he should not accept a gift.” (*Mishkat*, op. cit., on the authority of Bukhari’s *Tarikh* and Ibn Taymiyyah’s *al-Muntaqa*).

# H-7
**III.** From Abu Burdah ibn Abi Musa: I came to Madinah and met ‘Abdallah ibn Salam who said, “You live in a country where *riba* 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 *riba*.” [*Sahih al-Bukhari*, Volume 5, Book 58, Number 159].

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6 See Ust Hj Zaharuddin Hj Abd Rahman, “A Look At Issue Of Riba,” August 24, 2005, RHB Islamic Bank; Guidance Financial, *Canonical Shariah Contracts applied to Modern Finance*, slide 23. Even Mufti Muhammad Taqi Usmani, quoted this in the *The Text of the Historic Judgment on Interest*, item #101 [1999; exact date: 14 Ramadan, 1420], while acknowledging that this is a disputed hadith at best [#102-#103].
Both the reports above actually 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. Hadith above is not from any primary hadith collection. Also, the two other sources, Bukhari’s Tarikh (history) and Ibn Taymiyyah’s al-Muntaqa are not hadith sources either. Hadith # H-7 is from Sahih al-Bukhari, but is actually an athar, and also neither of the preceding two reports is mutawatir.

The implication of these two reports is quite clear. They emphasize the role of the lender. Nothing in excess of the principal should be accepted by the lender. It does not say anything about the borrower not to pay anything extra. Yet, these reports that disallow the lenders from accepting an extra conflict with the Prophetic practice that he himself has offered extra and the lender accepted it [see the hadith from Bukhari # H-5 above]. Why would the Prophet forbid the lender to accept any extra, while he himself has paid extra? If this constitutes riba and it is prohibited, whether in the Qur’an and/or hadith, then how does one reconcile the fact that in another hadith, both the receiver and payer of the riba are identified as equally guilty?

Also, the two hadiths in theme II-III, are contradicted by other hadiths that show that the Prophet has approved of extra payments in settlement of debts. There are also cases where in settlement of in-kind borrowing involved better quality than the original.

# H-9
Sahih Muslim, Book 010, Number 3854: Abu Sa'id al-Khudri (r) reported Allah’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 riba. The receiver and the giver are equally guilty.

# H-10
Narrated Abu 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 Jami Al-Tirmidhi, Kitab al-Buyu, v.6, #56]

# H-11
Sahih Muslim, Book 010, Number 3899: Abu Huraira (r) reported: Allah’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.

# H-12
Muwatta, Book 31, Number 31.42.91: Malik related to me from Humayd ibn Qays al-Makki that Mujahid said, “Abdullah ibn Umar borrowed some dirhams from a man, then he discharged his debt with dirhams better than them. The man said, ‘Abu Abdar-Rahman. These are better
than the dirhams which I lent you.’ Abdullah ibn Umar said, ‘I know that. But I am happy with myself about that.’”

Sunan Abu Dawood, Book 22, Number 3341:
Narrated Jabir ibn Abdullah:
The Prophet (p) owed me a debt and gave me something extra when he paid it.

An argument can be made that those hadiths, disallowing the lender to accept anything extra, were from a period before the prohibition of *riba* took place. In that case, those hadiths can’t be used for prohibition of *riba*. Furthermore, if this argument that those hadiths were from the pre-prohibition period is valid, then once again, we have to contend with the problem that there is no definitive information or corroboration to that effect. Is there?

Another plausible and sensible explanation is that those hadiths disallowing the lenders any excesses pertain to *Qard al-Hasanah* [2/al-Baqarah/245], a non-profit or gratuitous loan of benevolence. If so, then those hadiths simply reinforce the verse about *Qard al-Hasanah*. However, by the same token, any profitable transaction, whether interest-based or not, wouldn’t be covered by those hadiths.  

Some argue that such voluntary extra payment is alright, but not if such extra is stipulated by the lender. However, the reason such argument is invalid is because *riba al-jahiliyyah*, the type indicated in the Qur’an, was not based on stipulated excess.

Indeed, *riba* related hadiths do not use the term loan’ (*qard*) or ‘debt’ (*dayn*). Abdullah Saeed discusses the following based on Muhammad Rashid Rida [d. 1935], an eminent scholar and the disciple of Shaikh Muhammad Abduh.

"... [N]one of the authentic hadith attributed to the Prophet in relation to *riba* appears to mention the terms, 'loan' (*qard*) or 'debt' (*dayn*). This absence of any reference to loans or debts in *riba*-related hadith led a minority of jurists to contend that what is actually prohibited as *riba* is certain form of sales, which are referred to in the hadith literature." [quoting Rida, *al-Riba wa al-Mu'amalat fir al-Islam*, Cairo: Maktabat al-Qahira, 1959, p. 11]

**Hadith IV-V: Theme - Barter/Trade except spot transactions or alikes (in quality or quantity) of certain commodities is prohibited**

1. From Abu Said 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.”

7 Quite interestingly, while there are quite a few hadiths about *qard* (debt) in hadith, there does not seem to be any hadith referring to *qard al-hasana*, the expression in the Qur’an. I have searched the concordance of nine major hadith collections (Bukhari, Muslim, Abu Dawood, Nasai, Tirmizi, Ibn Majah, Muwatta, Musnad Ahmad and Darimi): *al-Mujama al-Muftah al-Farissi al-Hadith*. If anyone is aware of such occurrence in hadith, please let me know. Why does the Qur’an refer to *qard al-hasana*, but the expression does not occur in hadith? One plausible reason is that *qard* is much broader than *qard al-hasana*. While any excess payment on *qard al-hasana* (a charitable loan of benevolence) does not make any sense, and thus the prohibition of any excess is quite meaningfully covered in the Qur’an, the same may not apply to *qard* in general.
These hadiths, mentioned by Abdulkader Thomas, do not require 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 *riba*. But let us not be so hasty in drawing any conclusion. Readers should patiently go through an illustrious demonstration presented below.

There are many examples of hadiths, including those pertaining to *riba*, that might be an amazing maze.

According to the above hadith, exchanges involving gold for silver is *riba* except hand to hand (or spot) transaction and equal in amount. Now let's read the following hadith from al-Bukhari:

# H-17
Sahih al-Bukhari, Volume 3, Book 34, Number 388:
Narrated 'Umar bin Al-Khattab: Allah's Apostle said, "The bartering of gold for silver is Riba (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 form 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 hadith, exchanges involving gold for silver is *riba* except they are equal in amount. There is no mention of spot/hand-to-hand restriction. Now let's read the following hadith from al-Bukhari:

# H-18
Yahya related to me from Malik from Ibn Shihab from Malik ibn Aus ibn al-Hadathan an-Nasri that one time he asked to exchange 100 dinars. He said, "Talha ibn Ubaydullah 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-Ghaba.' Umar ibn Al-Khattab was listening and Umar said, 'By Allah! Do not leave him until you have taken it from him!' Then he said, 'The Messenger of Allah, ..., 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.”” [also, Muatta Imam Malik, Kitab al-Buyu, #1321]

According to the above hadith, exchanges involving gold for silver is *riba* except hand to hand (or spot) transaction. There is no mention here of equivalence in weight as a restriction. Now let's read the following hadith from al-Bukhari:

# H-19
Sahih al-Bukhari, Volume 3, Book 34, Number 383:
Narrated Abu Bakra: Allah’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, when exchanges involve gold for silver or silver for gold, there is no restriction whatsoever. But wait. Let's read the following hadith from Sahih Muslim.

# H-15 (citing once more)
Sahih Muslim, Book 010, Number 3853:
Ubida b. al-Simit (Allah be pleased with him) reported Allah’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 hadith, 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, one of the contemporary scholars of Islamic *fiqh*, Imran Ahsan Khan Nyazee, who argues that he has a better way to explicate the prohibition of *riba* (including bank interest) based on the works of the earlier classical jurists, ambitiously asserts:

"... the traditions pertaining to *riba* are some of the most complex traditions in the in the entire Islamic legal literature. Studying them is instructive not only for discovering the meaning of *riba*, 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.” [online pp. 25-26]

Hopefully, the pertinent hadiths (# H-15-# H-19) help the readers to recognize and appreciate the challenge the jurists have been and still are up against in establishing a clear and incontrovertible definition of *riba* in light of hadith. Did Nyazee succeed in doing a better job than his predecessors, as he boldly claimed? Well, readers should read his works and decide for themselves.

Notably, some of these hadiths, all pertaining to the same issue, specifically mention *riba* and some do not. But do these hadiths pertain to *riba* at all? Well, to deal with that question, we need to move to the next theme, which comes with similar hadiths, but specifically mention of the *riba* connection.

# H-20
**V.a.** From Abu Sa'id al-khudri: 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**
ria. The taker and the giver are alike [in guilt].” [Sahih Muslim, #3854; and Musnad Ahmad].

Beyond the # H-16, 18, where the word riba is specifically mentioned, in the preceding hadith, an additional statement with specific reference to riba is present: "Whoever pays more or takes more has indulged in riba." This is important because in such hadith a specific reference to riba is made, on the basis of which riba al-fadl (riba involving excesses in barter/trade) has been identified and declared prohibited by many Islamic scholars and jurisprudents.

First, this is not a mutawatir hadith either, and thus does not yield certainty of knowledge. However, there are more problems with this preceding hadith with the additional statement: "Whoever pays more or takes more has indulged in riba. The taker and the giver are alike [in guilt]." The way this hadith is narrated would give the impression that the additional (underlined) part is also from the Prophet. However, as Allamah Suhail convincingly has proven in his book What is Riba? that this additional part is not from the Prophet. [See pp. 63-68]

There are hadiths in Sahih Muslim that dispute this same hadith (reported by Ubada bin Samit).

# H-21
Sahih Muslim, Book 010, Number 3852: Abil Qiliba reported: I was in Syria (having) a circle (of friends), in which was Muslim b. Yasir. There came Abu'l-Ash'ath. He (the narrator) said that they (the friends) called him: Abu'l-Ash'ath, Abu'l-Ash'ath, and he sat down. I said to him: Narrate to our brother the hadith of Ubada b. Samit. He said: Yes. We went out on an expedition, Mu'awiya 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'awiya 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 'Ubada b. Samit, and he stood up and said: I heard Allah'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'awiya, 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 Holy Prophet) and lived in his company? Thereupon, Ubaida b. Samit stood up and repeated that narration, and then said: We will definitely narrate what we heard from Allah's Messenger (may peace be upon him) though it may be unpleasant to Mu'awiya (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. Hammad said this or something like this.

Indeed, there are other narrations of the same theme and narrated on the authority of the same companion Ubada bin Samit, without any such additions.

# H-22
Ubadah 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 an-Nasai, Kitab al-Buyu, 275]
The following narration makes it further clear that the additional part is not from the Prophet.

# H-23
"Muslim ibn Yasar and Abdullah ibn Ubayd, who was called 'Ibn Hurmuz,' narrated to me that Ubadah ibn al-Samit and Mu'awiya met once. Ubadah narrated to them: 'The Prophet, pbuh, 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 *riba* - the other [narrator] did not say it." [Suhail, p. 66, quoting an-Nasa'i, Kitab al-Buyu, 275]

Thus, not only that this is not a *mutawatir* hadith, but also that the hadith narration has significant discrepancy and there seems to be a statement from a companion of the Prophet that has been mixed up as a statement from the Prophet.

There is one other problem, and it's a rational one. In these hadiths, the Prophet seems to prohibit barter transactions, specifying five/six commodities, unless such transactions are 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 with another pound or kilo of the same quality? If the orthodox position or understanding is considered valid, here it seems that the Prophet has permitted a kind of transaction that people have no reason to engage in. Usually, a permission involves something that people usually do or need. In this case, none of those possibilities apply. An equal amount of the same quality of gold will be exchanged only by people without any sense. How in the world the Prophet would permit something that people cannot be expected to sensibly engage in? This is clearly a trivialization of the Prophet's guidance, especially if the Qur'anic injunction about *riba* is dilinked from the rationale/wisdom (*hikmah*) - that is, *zulm* or injustice/exploitation - specifically mentioned in the Qur'an.

That takes us to hadiths pertaining to some allegedly prohibited transactions that took place in the context of Khaybar.

# H-24
V.b. From Abu Sa'id and Abu 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 *sa* [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." [Sahih al-Bukhari, Kitab al-Buyu, Bab idha arada bay'a tamrin bi tamrin khayrun minhu, Volume 3, Book 38, Number 499; also Muslim; Muwatta, #31.12.20 and Nasa'i].

# H-25
V.c. From Abu Sa'id: Bilal brought to the Prophet, peace be on him, some barni [good quality] dates whereupon the Prophet asked him where these were from. Bilal replied, "I had some inferior dates which I exchanged for these - two *sas* for a *sa*." The Prophet said, "Oh no, this is exactly *riba*. 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." [Muslim, Kitab al-Musaqat, Bab al-ta'ami mithlan bi mithlin, #3871; also Musnad Ahmad].
First, notice the discrepancy between two hadiths about the same incident. In the first one, there is no reference to *riba* at all, while the second one specifically makes a connection to *riba*. Also, the wording is quite different. In the first one, it says: "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." 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, even though the narrators are apparently quoting the Prophet, they are actually narrating an incident in their own words. There are other reports of the same incident that don't make any connection with *riba* at all. Indeed, these hadiths are not about any prohibition. No definitive conclusion, especially from legal viewpoint, can be derived from these hadiths in question. Dr. Mohammed Fadel (Faculty of Law, University of Toronto) has aptly identified it as "prudential regulation."\(^8\)

In a barter between low-quality dates and better-quality dates, there is a risk that the person seeking this barter may be at a disadvantage and not fetch the true or fair market value of the low-quality dates. Indeed, it is not uncommon that even in purchases of car, the buyers are recommended that if they have some tradeable used vehicle, it is better to have it sold separately than trade it in. As 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."\(^9\)

First thing to note is that there is no guarantee that either trading or selling would necessarily fetch a higher value; it's only "potential." That's why the seller/trader should be knowledgeable and have done the homework to assess the proper market value. It's only prudent.

However, now let's take the case of this issue of car - trade or sell and impose a restriction/prohibition that no trade would be permissible. The only option to the owner of the vehicle is that he must sell the old vehicle separately. In such case, one needs to consider the reality of costs related to advertising, time to show the vehicle, depreciation during the time the vehicle is further held, etc. Of course, there is a more compelling factor that there has to be a potential buyer at the price the seller reasonably wants. Barring all these, with a prohibition or restriction about trading, the seller may be stuck. What if the seller needs the next/newer vehicle urgently?

Let's now try to understand the exchange of dates. We all know that one of the fundamental problems with barter is that there has to be Double Coincidence of Wants.\(^10\) If I have low-quality dates and I MUST sell it first, I must find a buyer (who is not necessarily interested in selling anything). What if I don’t find a buyer (and, especially at a reasonable or fair price) before my fresh low-quality date is not fresh any more? If trading/barter in this context is prohibited, it indeed can become an unwarranted and unjustified difficulty/hardship (*haraj*, as argued by Dr. Fadel).\(^11\) However, as a "prudential" guidance of wisdom, the Prophetic statement makes perfect sense.

Indeed, not every single such matter should not be approached from a legalistic angle, verged on literalism, without taking into consideration the *maqasid*, the intent of the prohibition, or in this case, prudential guidance. Indeed, such literalist and legalistic interpretation often trivializes, as in this case, the otherwise perfectly wise and valuable guidance from the Prophet.

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# H-26
Some juicy dates were presented to the Holy Prophet. The Holy Prophet's dates from [his own orchard] at Al-'Ula were of the dry kind. He asked: 'where from have you got these dates?' People replied: 'we have bought one sa' of this with two sa'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.' [Suhail, p. 55, quoting Sunan an-Nasa'i bi shar'hi as-Suyuti, Kitab al-buyu, Vol. 7, #272]

# H-27
I had in the Prophet's [store] one mudd [of dates]. I found better [dates] being sold at one sa' for two sa's, so I bought it [the better quality] and bought it to the Prophet. He asked, 'from where have you got it, Bilal? I said I bought one sa' for two sa's. He said: 'return it and bring back to us our dates.' [Suhail, p. 55, quoting Sunan al-Darimi, Vol. 2, #257]

So, what these hadiths are really about and why other hadiths of the same incident end without any reference to riba? As Allama Suhail explains: "[The above] hadith ends there. The reason for that order is obvious: the Holy 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 sa's of dates be exchanged with one sa' of better quality dates. Shah Waliullah Muhaddith Dihlawi, too, has mentioned the same reason for non-permissibility of [this type of transaction, namely] muratalah." [p. 55]

Since neither of the preceding two hadiths provide any rationale directly from the Prophet, the explanation given by Allamah Suhail and Shah Waliullah Dihlawi is speculative. However, such explanation can possibly apply only to # H-27, where the Prophet asked to bring back the dates. That explanation in not adequate for those hadiths that ask to sell the dates and then buy according to one's need. For those hadith, the sell or trade-in a vehicle (discussed above) should be helpful to understand the problem in this context.

Regardless, there is another major problem with this riba-related hadiths that are available to us in the context of Khaybar. Any reference to riba involving prohibited transactions in the context of Khaybar must have been a later accretion or insertion, because according to authentic hadiths, the last revelation in the Qur'an pertained to riba.

# H-28
Sahih al-Bukhari, Volume 6, Book 60, Number 67:
Narrated Ibn Abbas:
The last Verse (in the Quran) revealed to the Prophet was the Verse dealing with usury (i.e. Riba).

# H-29
Sahih al-Bukhari, Volume 6, Book 60, Number 64:
Narrated 'Aisha:
When the Verses of Surat-al-Baqara regarding usury (i.e. Riba) were revealed, Allah's Apostle recited them before the people and then he prohibited the trade of alcoholic liquors.

# H-30
Sahih al-Bukhari, Volume 6, Book 60, Number 66:
Narrated 'Aisha:
When the last Verses of Surat-al-Baqara 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)

Which verses were the last to be revealed is not without contradiction. According to another hadith, also from Sahih al-Bukhari [Volume 6, Book 60, Number 129], the last verse revealed was about a different matter. But we will ignore that discrepancy in this context, and focus on the discussion about riba and Khaybar.

The battle and conquest of Khaybar occurred in 627 AH. If the last verse or verses revealed were about riba, as mentioned in # H-28, then that must have been a few years after the battle/conquest of Khaybar. Thus, there couldn't have been any riba-related prohibitive injunction that could be connected with all those incidents in Khaybar.

# H-29 and # H-30, also from Sahih al-Bukhari, indicate an altogether different anomaly. According to # H-29, when the verses related to riba were revealed, the Prophet recited those and then he prohibited the trade of alcoholic liquors. Something else is wrong here. What do the verses about riba have anything to do with the prohibition of trading alcoholic liquors? The prohibition of alcoholic liquors occurs in Surah al-Ma'ida [5:90], which was revealed much earlier than the period of the last revelations. Was the verse prohibiting alcoholic liquors revealed several years earlier, but the trading was prohibited much later?

Also, in # H-30, it is repeated that the last verses revealed were about riba and refers to and quotes [2:280], but once again, there is no connection with prohibiting the trade of alcoholic liquors in that context.

It is well known that at the time of the final prohibition of intoxicants, there was widespread spilling of wines as public gesture of compliance with the prohibition. In the Tafhimul Qur'an, Sayyid Abul A'la Maududi 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.' [The Meaning of the Qur'an, Delhi: Board of Islamic Publications, Vol. 2, undated, p. 75]

I have not been able to independently verify or identify the source from which Maududi has taken this information. However, the same information is reported as hadith, in the commentary on the same topic in Sahih Muslim but without giving the source for it. [Abdul Hamid Siddiqi, transl. Sahih Muslim, Lahore, Pakistan: Sh. Muhammad Ashraf, Vol. III, 1982, p. 1097, note #2400] Therefore, the occasion of the prohibition of wine was the same as the prohibition of trading in alcoholic liquors. This is further corroborated by a hadith in Muatta Imam Malik.

# H-31
Yahya related to me from Malik from Zayd ibn Aslam that Ibn Wala al-Misri asked Abdullah ibn Abbas about what is squeezed from the grapes. Ibn Abbas replied, 'A man gave the Messenger of Allah (pbuh) a small water-skin of wine. The Messenger of Allah (pbuh) said to him, 'Don't you know that Allah has made it haram?" He said, 'No.' Then a man at his side whispered to him. The Messenger of Allah (pbuh) asked what he had whispered, and the man replied, 'I told him to
There is no such separate prohibition of trading in alcoholic liquors, as indicated by the Prophet's statement in the hadith above. Had there been such a separate prohibition (and public pronouncement of it), these people at the presence of the Prophet would have known. Thus, hadiths of Khaybar for prohibition of *riba* creates multiple problems. Readers now can assess for themselves, whether those hadiths give us reliable information to resolve the issue of defining *riba*, as some people so easily claim.

**Hadith VI: Theme - Transactions involving products (or commodity money) of composite but separable components**

VI. From Fadalh ibn 'Ubayd al-Ansari: 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-Musaqat, Bab bay'i al-qiladah fiha kharazun wa dhahab*, #3864; also in Tirmidhi and Nasa'i].

We have already explained above how problematic is using those *riba*-related hadiths in the context of Khaybar. In regard to the above hadith, as Allamah Suhail has capably demonstrated, none of the hadith pertaining to this particular incident or transaction relates in any way to *riba*. The rationale for this hadith and the instruction it contains is quite simple. Often in barter transactions, the initiating party of interest might be at a disadvantage and may not realize the full market value of the product he or she trying to exchange. Selling the item in possession for cash and then using the cash to purchase the item of interest would generally yield proper market value. This has nothing to do with *riba*. Allamah Suhail explains:

"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 *mujahids* 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 *uqiyah* were sold by them to Jews for two or three pennies, whereas the weight of one *uqiyah* is several times more than two or three *dinars*.

When the Holy Prophet came to know that the *mujahids* 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." [pp. 57-58]

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

**IV. Definition or Conundrum? The issue of *illah***
Fifteen centuries after the Prophet, Muslims are still arguing whether the Tarawih prayer of Ramadan is twenty units or eight units, or whether amin should be said aloud in congregational prayers. Somehow to stake a bold claim that while the Qur'an does not define what is the prohibited riba, hadiths do define riba, especially to be applied in our contemporary context, belies our historical legacy of our scholarship. Does bringing the pertinent hadiths into picture help with defining what does the prohibition cover in our current time or actually adds to a rather formidable conundrum?

To appreciate the nature and the extent of the problem, it is important to refer to qiyas (analogical reasoning/deduction), the fourth source of Islamic jurisprudence. Especially in cases of pertaining to worldly matters, qiyas generally does not yield any certainty of knowledge, as its result is speculative (zannî).

"The rule of law established by qiyas is probable (zannî), for generally the causes of the rules of law determined on the basis of qiyas and processed by ijîhad have been found probable (maznunah) after a general survey of such reasonings. Hence qiyas does not entail certainty (qať)." [Hasan, 1986, pp. 24-25, referring to Bahr al-Ulum, Fawâtîh al-Rahamût, Baghdad, 1970, II, 249]

For a broad, introductory overview of qiyas, with detailed analysis of some pertinent issues, please read another of my essay "Qiyas (Analogical Reasoning) and Some Problematic Issues in Islamic law." Here, let's deal with illah, a core aspect of qiyas.

Technically, Qiyas is the extension of Shariah value from an original case, or asl, 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 qiyas 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, pp. 264-265]

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

"The jurist who resort to qiyas takes it for granted that the rules of Shariah follow certain objectives (maqaṣid) 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 ahkam. ... Since an enquiry into the causes and objectives of divine injunctions often involves a measure of juristic speculation, the opponents of qiyas have questioned its essential validity. Their argument is that the law must be based on certainty, whereas qiyas is largely speculative and superfluous. ... It is once again in recognition of this element of uncertainty in qiyas that the ulama of all the juristic schools have ranked qiyas as a 'speculative evidence'.” [Kamali, p. 267]

"From an epistemological point of view, the most important feature of the judgments concluded through analogy by 'illa is their being disputable. This results not only from the fact that the 'illa, 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 'illa." [Shehaby, p. 42]

One of the problems our classical scholars have dealt with is how to apply the hadiths pertaining to what they identify as riba al-fadl, riba applied to a number sales/barter transactions. As they turned to qiyas, they had to come up with an applied understanding
of the *illah* (effective or efficient cause; *ratio decidendi*) for the prohibition, so that it can be determined whether the prohibition’s scope is greater than what the specific hadiths explicitly mention. Anyone who claims that hadith actually defines what is prohibited should also put the challenge in perspective, as even the classical scholars as well as the respective madhahib (schools) of jurisprudence have not been able to resolve. [See Engku Ali, undated]

The specific hadiths in question identify six specific commodities: barley, date, wheat, salt, gold and silver. The first issue is whether the prohibited *riba* covers only these six commodities or more. The Zahiris, a literalist school, does not recognize *qiyas* as a valid methodology of Islamic law. Therefore, there conclusion is simple. The prohibition of *riba* applies to only these six commodities, specified by the Prophet. No one has the authority to include anything else the Prophet has not.

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. Fuqaha have given different answers to this question:

a. Allamah Dawud al-Zahiri and other Zahirites 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 fuqaha have looked for other reasons. [Suhail, p. 88]

It is important to note that the Zahiris have a good point here. If the Prophet really wanted to use these six things as merely examples, from which an underlying rule is to be deduced, then where is the indication of it in any of the hadiths that deal with ‘six commodities’? Instead of using six specific commodities, would it not have been more indicative, if even just one or two were mentioned, or an indicative expression - such as, for example, like - were used?  

The four orthodox schools recognize *qiyas* as a valid methodological tool of Islamic jurisprudence. Therefore, they do engage in finding the effective cause or *illah* to identify additional or new situations to which the prohibition may apply. Quite interestingly, four schools reach three (or four) different conclusions.

b. According to Imam Shafi’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.

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12 It is argued that, even with the validity of *qiyas* as a source of Islamic jurisprudence accepted, extending the prohibition beyond the six commodities may violate one of the conditions for valid *qiyas*. "The fifth condition for the validity of *qiyas* 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 *qiyas* in respect of letter and spirit. *Qiyas* 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. ... It is argued that even with the validity of *qiyas* as a source of Islamic jurisprudence accepted, extending the prohibition beyond the six commodities may violate one of the conditions for valid *qiyas*. The Prophet has allowed to kill only five reptiles specified by him within the premises of haram (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]
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 Holy Prophet not mention them?

Secondly, no common reason for these six things has been mentioned. Otherwise everything has one or the other distinctive quality.

c. In order to eliminate these objections, 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!

... 

d. 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, pp. 88-89]

Hanbali opinion is similar to the Shafi‘i’s. [Engku Ali]

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 of opinion is still obvious. Readers should draw their own conclusion whether this diligent search for **illah** (effective or efficient cause) leads to a harmonious definition or not, as boldly claimed by Abdulkader Thomas.

"The Shafi‘i school of *fiqh* 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 Shariah 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 *naqda*in, 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 Hanbali view is concerned, different versions attributed to Ahmad Ibn Hanbal have been recorded as documented in al-Mughni by Ibn Qudama. The first version is similar to the Hanafi version while the second version is close to the Shafi‘i and Maliki version.” [p. 7]
Also, pertinent in this context is The Text of the Historic Judgment 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 Shariah Boards. In the Historic Judgment, he identifies excess over principle as the \textit{illah}.

"... [T]he application of a law depends on the \textit{Illat} and not on the \textit{Hikmat}. ... The \textit{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 \textit{Illat} is present, the prohibition will follow regardless of whether the philosophy of the law is or is not visible in a particular transaction. [Supreme Court of Pakistan, see the segment "Basic cause of prohibition"; link for the online document is provided in the bibliography]

Several points to be noted. First, \textit{illah} here is categorically delinked from \textit{hikmah} or underlying wisdom/rationale. A rather dangerous proposition, reflecting a purely legalistic approach. Also, quite typical to many religious scholars, Mufti Usmani discusses the difference between \textit{illah} and \textit{hikmah} without mentioning that his analysis reflects only the Hanafi and Shafi'i position, but not Maliki and Hanbali position.

The majority view maintains that the rules of Shariah are founded on their causes (\textit{illah}), not in their objectives (\textit{hikam}). From this, it would follow that a \textit{hukm shar'i} is present even if its \textit{illah} is not, and \textit{hukm shar'i} is absent in the absence of its \textit{illah} even of its \textit{hikmah} is present. The jurist and the judge must therefore enforce the law whenever its \textit{illah} is known to exist regardless of its \textit{hikmah}. ...

The Malikis and the Hanbalis, on the other hand, do not draw any distinction between the \textit{illah} and the \textit{hikmah}. In their view, the \textit{hikmah} 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 \textit{hikmah} is the prevention of hardship to them. Likewise the \textit{hikmah} of retaliation (\textit{qiyas}) in deliberate homicide, or of the \textit{hadd} penalty in theft, is to protect the lives and properties of the people. Since the realisation of benefit (\textit{maslahah}) and prevention of harm (\textit{mafsadah}) is the basic purpose of all the rules of Shariah, it would be proper to base an analogy on the \textit{hikmah}. ...

The Hanafis and the Shafi'is, however, maintain that \textit{illah} must be both evident and constant. In their view the \textit{illah} secures the \textit{hikmah} most of the time but not always." [Kamali, pp. 276-277]

Thus, the position Mufti Usmani articulates is essentially Hanafi and Shafi'i, but Mufti Usmani does not disclose that in the Historic Judgment. Indeed, this kind of tendency to delink the injunctions from its \textit{hikmah} has a religious-dogmatic dimension. Some scholars have even aversion to any kind of search for wisdom or rationale behind any injunction. Al-Shatibi, a prominent Islamic scholar of 14th century AD, regards such search for wisdom/rationale repugnant to one's sincerity in obeying God.

"Al-Shatibi 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." [Hasan, 1986, p. 164; quoting al-Shatibi, \textit{al-Muwafaqat}, Tunis, 1302 AH, I, 125, 130-31]
Secondly, the *illah* is identified as "excess claimed over and above the principal in a transaction of loan." However, there are hadiths that contradict such grand assertion, because the Prophet himself has paid extra above the principal. We cited earlier, "Every loan that attracts a benefit/advantage is *riba.*" [see n#3-4 above]

A third and quite illuminating aspect is an illustration used by Mufti Usmani, which shows how shallow arguments can be used by such people who are considered among 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 *Ilmat* and not on the *Hikmat.* In other words, if the *Ilmat* (the basic feature of the transaction) is present in a particular situation while the *Hikmat* (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 *Ilmat* of this law is the red light, while the *Hikmat* 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." [section 119]

Let's scrutinize this example of red light as *illah.* Yes, law requires that all vehicles must stop at the red light, regardless of whether other sides have any traffic or not. However, when this rule (and it is a very important, generally life-saving rule) is delinked from *hikmah* (wisdom) the life-saving rule can become a life-claiming rule. Suppose a vehicle has stopped at red light. There is no other traffic from any other direction. However, a tornado is right behind the stopped vehicle. *Illah* (delinked from wisdom) would indicate that the vehicle still must wait. Period. However, *illah* (still connected with the wisdom) would dictate that the vehicle may ignore the red light (even at the cost of a traffic citation). If this example of red light is taken seriously, then under certain circumstances, the life-saving red-light can be life-claiming. If such an *illah* can be identified that could be applied like a robot (without any human judgment or wisdom) that would be really welcome. However, this is precisely where legalism fails us by insisting on such robotic, precise, invariable *illah.* That such pitiful reasoning comes from eminent (and currently among the highest paid Shariah experts in the Islamic finance industry) is a matter of great concern.

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

"... after prohibiting the transaction of *riba,* the Holy Qur'an has mentioned the *Zulm* as a *Hikmat* 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 *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." [Supreme Court of Pakistan, Section 120]

"Any relative term which is ambiguous in nature cannot be held to be the *Ilmat* 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." [Section 121]

If the above assessment of the notion of justice/fairness (adalah) is correct, then basically the kind of pristine Islamic concept of justice as mentioned in the Qur’an does not really have any functional relevance. The Qur’an categorically calls for justice as one of its hallmark principles and values.

"O ye who believe! stand out firmly for justice, as witnesses to Allah, even as against yourselves, or your parents, or your kin, and whether it be (against) rich or poor: for Allah 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 Allah is well-acquainted with all that ye do. [4/an-Nisa/135]

"O ye who believe! stand out firmly for justice, 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 Allah. For Allah is well-acquainted with all that ye do." [5/al-Ma’ida/8]

The Qur’anic call to stand for justice presumes that people know and understand what justice is. If justice (or injustice) is such an elusive, ambiguous or relative thing, then basically such a clarion call is rendered vacuous. Mufti Usmani may not have thought of such ramifications in writing the Historic Judgment.

Fifthly, as qiyas as a methodology of human reasoning, the search of illah as part of that methodology is essentially speculative. However, Mufti Usman's position is a typical orthodox position, where there is arbitrariness in the determination of illah. In the Qur’an, the principle is laid out: wa ‘in tubtum fa-lakum ru’usu amwalikum latazlimun a wa-la tuzlamun; that is: "(a) if ye turn back, ye shall have your capital sums: (b) Deal not unjustly, and ye shall not be dealt with unjustly." [2/al-Baqarah/279] However, the part (a) is recognized as illah, delinking it with part (b). This is an unacceptable approach.

"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 hadith was not very clear even to many jurists. For instance, some jurists thought that the prohibition of riba in what came to known as riba al-fadl (riba involving an excess in one of the countervalues 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 Rida, the purpose of the prohibition of riba al-fadl 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 (hikmah) of the prohibition of riba." [Saeed, p. 32]

Notably, the "reason why the scholars have regarded hikma 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, p. 36] However, the result of the delinking of the illah (efficient cause) and hikmah (rationale/wisdom) caused noticeable disagreements as to how to apply qiyas to riba, especially in riba al-fadl. Indeed, often the conclusions various schools are so remarkably divergent/contradictory.

The inadequacy of the 'illa approach is glaringly obvious in the discussion of riba in both the early and the modern period. In the case of riba 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 fals (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 riba, according to Shafi’is. Thus, one hundred fals 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 riba, 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 riba (mal ribawi) whatever the importance of that commodity to the well-being of the community. ...

The lack of moral emphasis in the juristic interpretation of riba has also led to some other unfortunate developments as in the case of riba-related hiyal. 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 riba 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 riba, as provided by each school of law, the transaction would not be regarded as such." [Saeed, pp. 37-38]

So, those who regard "edibility" as 'illa do not consider cloth subject to riba. For them, eggs, apples, chili pepper, onions would be covered by riba because of edibility. However, for the Malikis, these items would not be subject to riba because these are NOT storable (non-perishable) edible.

These problems are due to the fact that in general the Muslim jurists were not interested in the underlying reason behind the original illah.

"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 'illa." [Shehaby, p. 37]

Are we, thus, any better off in using 'illa without any reference to hikmah (rationale/wisdom), as articulated by Mufti Usmani in the Historic Judgment? Are we any closer to a definition, as claimed by Abdulkader Thomas? Fazlur Rahman, an eminent scholar of twentieth century, aptly summed up the result of his careful and thorough analysis of the hadiths pertaining is riba: "In short, no attempt to define riba in the light of Hadith has been so far successful."13 Of course, we haven’t even added yet those hadith that make deriving any criteria or illah much more difficult. For example:

13 p. 20 in the online Word document.
Narrated Sa'id ibn Zayd: The Prophet said: The most prevalent kind of usury (riba) is going to lengths in talking unjustly against a Muslim's honour. [Sunan Abu Dawood, Vol. 3, Book 41, #4858]14

The reality with qiyas as applied to riba in search of the illah (efficient cause) illustrates the fundamental pitfall with the traditional approach that has broadened the scope of riba throughout history. Zaki al-Din Badawi's comments aptly sum up the problem. He was a noted Egyptian scholar in 20th century, who first held the view that was similar to Sanhuri's, in the non-orthodox tradition of Abduh, Rida and so on, but subsequently retracted his position and went back to the orthodox position with broad scope of prohibition of riba, including interest on loan in modern times. After analyzing the utterly conflicting positions of various schools on illah for riba, 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 Zahiris refuted the arguments too."

15

Indeed, failure to establish any unique illah became a test case of qiyas as a methodological tool, because this is a probabilistic tool to begin with. Illah as a tool simply did not work in case of riba.

Some of them made an effort to explain the reason for this vacillation with respect to the illah of riba. Thus, al-Muqbalî says in al-Bahr, '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 hukm 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 (sabr). 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 know that his method yields merely a probable illah. The original rule operating is that there is no illah and it is believed that the Shariah 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.16

Claiming that interest is prohibited because of the Qur'anic prohibition on the basis of “no excess over the principal”, but delinked from "Deal not unjustly, and ye shall not be dealt with unjustly" - both in the same verse - is an eye-opening illustration of a mechanical and legalistic approach, where it is expressly asserted that the jurists' task is to apply illah without any regard to rationale or wisdom. Thus, while the exponents of Islamic finance and banking routinely offer pious statements about Islam's prohibition of riba (and interest, as part of the riba-interest reductionism) based on the injustice and exploitation argument, when it comes to the application, suddenly injustice and exploitation become immaterial or irrelevant. [see Farooq_2, "Exploitation, Profit and the Riba-Interest Reductionism"]

14 The text in the original Arabic book is: “Inna arbar riba al-istitalah fi ‘irdil muslimi bi ghairi haqq.” [Vol. II, #4876.]
15 Badawi, online, p. 189.
16 Badawi, online, p. 190.
V. Conclusion

The limited purpose of this essay is to explore whether the commonly cited hadiths to define *riba* actually do the job as claimed. While the prohibition in the Qur’an can be easily understood in the case of *riba al-jahiliyyah*, and the rationale for it is unmistakably clear, all the hadiths cited to define *riba* and especially to broaden the scope to show that interest in the modern economy in all its form (including interest in a competitive, regulated environment) is prohibited is a daunting task indeed.

Readers might remember that Abdulkader Thomas, an expert in Islamic finance, asserted that these “six” hadiths define what is prohibited as *riba*. Of course, it is not just Thomas, but also the orthodoxy uses these hadiths to attempt to define *riba*. But in light of the analysis here, let it be left with the readers to draw their own conclusion whether these hadiths really define what is claimed as prohibited in our contemporary context.

Bibliography

Engku Rabiah Adawiya Engku Ali. “*Riba and Prohibition in Islam,*” International Islamic University, Malaysia [undated]

Yusuf Al-Qaradawi. The Lawful and the Prohibited in Islam [New Delhi, India: Hindustan Publications, undated]


Mohammad Omar Farooq_1. *Islamic Law and The Use and Abuse of Hadith* [unpublished essay; available online], June 2006


Muhammad Mazhar Iqbal. "*A Broader Definition of Riba,*" Pakistan Institute of Development Economics.


Imran Ahsan Khan NYAZEE. *The Concept of Riba and Islamic Banking* [Online document, 2000]


Abdullah Saeed. Islamic Banking and Interest: A Study of the Prohibition of Riba and its Contemporary Interpretation [New York: E. J. Brill, 1996] [A MUST reading for anyone interested in the contemporary discourse on Riba and interest, especially from a critical perspective]

Nabil A. Saleh. Unlawful Gain and Legitimate Profit in Islamic Law: Riba, Gharar and Islamic Banking [Cambridge: Cambridge University Press, 1986]


Iqbal Ahmad Khan Suhail. What is Riba? [New Delhi, India: Pharos, 1999]

Supreme Court of Pakistan. The Text of the Historic Judgment on Interest [1999; exact date: 14 Ramadan, 1420]

Abdulkader Thomas (ed.). Interest in Islamic Economics [Routledge, 2006]


*At the Study Resources Page of this author, there is a collection of works that deals with the issue of equating interest with Riba from a critical perspective. See the entries under Islamic Economics/Finance/Banking. http://globalwebpost.com/farooqm/study_res/default.html