

Tafseer Al-Baqarah (2: 283)

From the Book, Introduction to the Tafseer of the Quran,
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(Translated)

Allah (swt) said,

﴿وَإِنْ كُنْتُمْ عَلَى سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَنْ مَقْبُوضَةً فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِيَ أَمْنَتَهُ وَلِيَتَّقِ اللَّهَ رَبَّهُ ۖ وَلَا تَكْتُمُوا الشَّهَادَةَ ۚ وَمَنْ يَكْتُمْهَا فَإِنَّهُ آثِمٌ قَلْبُهُ ۚ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ﴾

“And if you are on a journey and you cannot find a scribe, then pledges of possession. However, if one of you trusts another, let him who is trusted discharge his trust, and let him fear Allah, his Lord. And do not conceal testimony. And whoever conceals it, indeed, he is sinful of his heart. And Allah is Knowing of what you do, All-Knowing.” [TMQ Surah Al-Baqarah 2:283].

In this noble verse, Allah (swt) explains that if those dealing in debt are traveling and do not find anyone to write down their debts during their journey, Allah (swt) has replaced this by allowing the creditor to take a pledge from the debtor as security for their debt.

If they entrust each other, there is no need for a scribe, witness, or pledge. The debtor who has been entrusted by his friend must fear Allah (swt) regarding the creditor who entrusted him with his debt and must fulfil his right, without the burden of making repeated demands. Instead, he must remember the creditor's kindness to him and fulfil his right with kindness.

Then Allah (swt) urges them not to conceal testimony, as that is a great sin. At the end of the verse, Allah (swt) makes clear that He is All-Knowing of what they do, and that by concealing testimony they cannot hide anything from Allah (swt), for He is the Knower of the Unseen. Not an atom's weight on earth or in heaven escapes Him. Allah (swt) said, ﴿وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ﴾ **“And Allah is Knowing of what you do, All-Knowing.”** He (swt) will recompense you for all that you do. If you do good, then He (swt) recompenses with good. If you do evil, then evil.

Allah (swt) said, ﴿وَإِنْ كُنْتُمْ عَلَى سَفَرٍ﴾ **“if you are on a journey”** means if you are travellers.

Allah (swt) said, ﴿فَرِهَنْ﴾ **“pledges.”** The word (pledges) rihaan, is the plural of rahan (pledge), which is originally a masdar (verbal noun), then it was applied to the possessed from the grammatical rule of applying the masdar upon the accusative case object (ism mafool).

Allah (swt) said, ﴿مَقْبُوضَةً﴾ **“of possession”** is evidence of the pledge being delivered to the creditor for him to collect.

Allah (swt) said, ﴿وَلَمْ تَجِدُوا كَاتِبًا فَرِهَنْ مَقْبُوضَةً﴾ **“you cannot find a scribe, then pledges of possession”** This means that a pledge to document a debt while traveling, when a writing scribe is not present, replaces the debt when a writer is present. Therefore, the Shariah ruling on a pledge in this case is recommended, just like the ruling on writing.

The question now is: If writing a debt while traveling is recommended, and a pledge while traveling is recommended, is a pledge permissible while traveling, whilst a writing scribe is present? Is a pledge permissible while traveling, whilst a writer is present?

The answer is that it is permissible, but the Shariah ruling on a pledge in this case is permissible, not recommended.

The evidence for this:

A- In urban areas: It is permissible for contracting parties in a sale on credit, that is, for those dealing in debt, if they do not wish to write down the debt in accordance with the

Shariah ruling stated in the noble verse, they are permitted to stipulate whatever they wish, unless the stipulation violates the rulings of Islamic Shariah Law. Therefore, it is permissible for a seller selling his goods on credit to seek assurance from the buyer that his debt will be repaid. He may take a pledge from him or request a guarantor... All of this is permissible, because stipulations in contracts are permissible, except for a stipulation that forbids something permissible, or permits something forbidden. The Prophet (saw) said, «الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ، إِلَّا شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا» **Muslims are bound by their conditions, except for a condition that forbids what is permissible or permits what is forbidden.** [Narrated by al-Tirmidhi].

It is clear from this hadith that it pertains to the conditions that Muslims stipulate among themselves, which is, in their transactions, or in other words, in the contracts they enter into. They are free to stipulate whatever they wish in their contracts, except for a condition that forbids what is permissible or permits what is forbidden.

B - Regarding travel: Allah (swt) says, «وَإِنْ كُنْتُمْ عَلَى سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَيْنِ مَقْبُوضَةً» **“And if you are on a journey and you cannot find a scribe, then pledges of possession.”** The absence of a writing scribe is a common occurrence, as it is common that they did not find a writer, due to the lack of educated people at that time. Therefore, the concept of *مفهوم المخالفة* (الوصف) “the opposite understanding to restrict the characteristic.” Allah (swt) says, «وَلَمْ تَجِدُوا كَاتِبًا» **“and you cannot find a scribe.”** Therefore, a pledge is permissible, whether there is a writing scribe or not. Only the Shariah ruling differs. If there is no scribe available during a journey, the pledge takes the place of writing, and thus its Shariah ruling is that it is recommended. As for a pledge during a journey with a scribe being available, it is permissible.

All of this is in the case of dealing in other than items which fall under *riba* (interest) on credit. The ruling on a pledge in this case, whether at home or while traveling, is a Shariah obligation. That is, a pledge is required for the validity of selling items which fall under *riba* on credit, such as wheat, barley, dates, or salt on credit. The evidence for this is:

- It is authentically reported from the Messenger of Allah (saw) that he prohibited the sale of usurious items except for hand to hand. Muslim narrated on the authority of 'Ubadah ibn al-Samit that the Messenger of Allah (saw) said, «الذَّهَبُ بِالذَّهَبِ وَالْفِضَّةُ بِالْفِضَّةِ وَالنَّارُ بِالنَّارِ وَالشَّعِيرُ بِالشَّعِيرِ» **“Gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates, salt for salt, like for like, equal for equal, hand to hand. If these types differ, then sell them however you like, provided it is hand to hand.”** That is, without debt.

It is also authentically reported that the Messenger of Allah (saw) purchased a type of commodity that falls upon *riba* (interest), barley, on credit, but he pledged his armour to the seller. Al-Bukhari narrated on the authority of Aisha (ra), «أَنَّ النَّبِيَّ ﷺ اشْتَرَى مِنْ يَهُودِي طَعَامًا إِلَى أَجَلٍ» **“The Prophet ﷺ bought food from a Jew on credit and pledged his iron armour to him.”** [Bukhari] In a narration reported by Al-Nasa'i from the hadith of Ibn Abbas, «تُوفِّيَ رَسُولُ اللَّهِ ﷺ وَدَرَعَهُ مَرْهُونَةٌ عِنْدَ يَهُودِي بِثَلَاثِينَ صَاعًا مِنْ شَعِيرٍ لَأَهْلِهِ» **“The Messenger of Allah ﷺ died while his armor was pledged to a Jew for thirty sa' of barley for his family.”** [Al-Nasa'i: 4572, Al-Bukhari: 2759, 4197, Ahmad: 1/236, 361, Ibn Hibban: 13/262]

Combining the prohibition of selling on credit in the first hadith, and its permissibility with a pledge in the second hadith, despite the lack of any evidence that it is specific to the Messenger (saw), is a combining of the two hadiths which evidences that a pledge is obligatory when selling items that fall under *riba* on credit.

As for, «فَإِنْ آمَنَ بَعْضُكُمْ بِبَعْضٍ» **“If some of you trust others,”** i.e., if some creditors trust some debtors while traveling, or at home, and they have good faith in the debtor and his honesty and lack of delay, meaning that the creditor trusts the debtor, expecting that he pays his debt to him honestly and without delay, then in this case it is possible to dispense with documenting the debt in writing, with witnesses and a pledge. This becomes permissible, as we have explained, if he wants to, he can document, and if he does not want to, he does not document.

And ﴿فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا﴾ “If some of you trust others,” is not specific in the case of travel and pledge, and it was mentioned in this verse that began with travel, because the meaning was completed with the mention ﴿فَرَهَنَ مَقْبُوضَةً﴾ “then pledges of possession.” The subsequent commentary is on the previously mentioned rulings of debt, including writing, witnesses, and pledges, both at home and in travel.

This is confirmed by the mention of ﴿وَلَا تَكْتُمُوا الشَّهَادَةَ﴾ “do not conceal testimony” as in this verse, the testimony is not mentioned in the pledge when traveling. Instead, it is related to the testimony mentioned in the previous verse when writing in the city of residence. However, it is mentioned in this verse that began with travel, which is ﴿وَإِنْ كُنْتُمْ عَلَى سَفَرٍ﴾ “and if you are in travel.” Therefore, it is outweighed that what came after ﴿فَرَهَنَ مَقْبُوضَةً﴾ “then pledges of possession” relates to the previous topic of debt, whether traveling or at home.

The meaning is: If creditors are reassured by the debtor’s honesty and trust him to repay and not delay, then it is possible to dispense with the means of documenting the debt, such as writing, witnesses, and pledges, both at home and while traveling. Instead of documentation being recommended, as we explained previously, it becomes permissible in this new situation, as explained in the saying of Allah (swt) that, ﴿فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا﴾ “If some of you trust others.”

As for ﴿فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمْنَتَهُ﴾ “Let him who is trusted discharge his trust”, that is, for the debtor to pay the creditor. The debt is called a trust in this case because it does not require documentation through the debtor’s trust.

The request (talab) here is of a Shariah obligation, meaning that payment of the debt is obligatory, with the Shariah contextualization (qareenah) of the word ﴿أَمْنَتَهُ﴾ “his trust.” Fulfilling a trust is a Shariah obligation. The Prophet (saw) said, «لا إيمان لمن لا أمانة له» “There is no Iman for one who has no trust.” [Ahmed 3/154, 210] and other hadiths mention trust, which is an understood description, and fulfilling the trust is a Shariah obligation. Linking Iman in the Deen to trust, whilst making fulfilling a trust the subject of the request (talab), all of this is evidence that the order to fulfil the trust, ﴿فَلْيُؤَدِّ﴾ “Let him discharge” is a request of a Shariah obligation.

As for ﴿وَلْيَتَّقِ اللَّهَ رَبَّهُ﴾ “and let him fear Allah, his Lord,” is warning him against denying or not fulfilling the right.

As for ﴿وَلَا تَكْتُمُوا الشَّهَادَةَ﴾ “And do not conceal testimony,” it is a general address to the witnesses, the creditor and the debtor. They must not hide it, distort it, or obstruct it from its correct meaning. The Shariah prohibition (tahreem) here is decisive (jaazim), meaning it is haram (forbidden), as evidenced by the Speech of Allah (swt) Who said, ﴿وَمَنْ يَكْتُمْهَا فَإِنَّهُ عَاطِمٌ قَلْبُهُ﴾ “And whoever conceals it, indeed, he is sinful of his heart.”

And Allah (swt) mentioned ﴿قَلْبُهُ﴾ “his heart” after mentioning ﴿عَاطِمٌ﴾ “sinful” to indicate the enormity of the sin, mentioning the organ after its action is more powerful in its evidencing. Saying, (هذا ما أبصرته عيني) “This is what my eyes saw,” is more powerful and more eloquent in its evidencing than, (هذا ما أبصرته) “This is what I saw.” Similarly, (هذا ما سمعته أذناي) “This is what my ears heard,” is more powerful than, (هذا ما سمعته) “This is what I heard.” Thus, ﴿وَلَا تَكْتُمُوا الشَّهَادَةَ ۚ وَمَنْ يَكْتُمْهَا فَإِنَّهُ عَاطِمٌ قَلْبُهُ﴾ “And do not conceal testimony. And whoever conceals it, indeed, he is sinful of his heart.” It is stronger than merely saying, (ومن يكتمها) “and whoever conceals it, then he is sinful.”

As for ﴿وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ﴾ “And Allah is Knowing of what you do, All-Knowing,” He (swt) knows what you do, whether secretly or openly. Nothing is hidden from Allah (swt). He, glory be to Him, knows your deeds and accounts over them for you, and recompenses you for them, whether good or evil.