HARAAM BANK RIBA-LOANS AND THE HARAAM VIEW OF A SCIOLIST JAAHIL 'SHAYKH'

The Majlis
P.O. Box 3393
Port Elizabeth
6056, South Africa

INTRODUCTION

ATABEK SHUKUROV – ANOTHER U.K. JAAHIL, MUDHIL COPROCREEP

In this era in close proximity to Qiyaamah, the world abounds with juhala and *mudhilleen* who pose as 'authorities' of the Shariah when in reality they grope and grovel in a quagmire of *jahaalat*. One such jaahil whose articles and stupid 'fatwas' are loaded with hogwash and nafsaani flotsam, is one Atabek Shukurov who has set himself up as an 'authority' of the Hanafi Math-hab whilst he dwells in a mire of *jahl-e-murakkab.*

Some of the flotsam 'fatwas' of this *mudhil* have crossed our path. Insha-Allah, we shall respond in detail in refutation of the copro-jahl with which his 'fatwas' of jahl are besmirched. It is mentioned in the Hadith that in times close to the approach of Qiyaamah, there will be shayaateen masquerading as human beings. They will deliver lectures, give fatwas and even recite the Qur'aan Majeed right inside the Musjid to lure and ensnare Muslims into their den of Imaani destruction. It appears that this Atabek character is one of those shayaateeni *mudhilleen* predicted in the Ahaadith.

This *jaahil* has written considerable drivel and hogwash in his stupid 'fatwas' on the issues of mortgages, homosexuality, smoking, etc. If Allah Ta'ala grants us the taufeeq, we shall demolish all the rubbish which this latest *mudhil* has excreted in his 'fatwas' which are the copro-effects of his *jahl-e-murakkab.*

In brief, we apprize the Ummah of the Haqq of the masaa-il which the *mudhil* coprocreep has convoluted and corrupted with his *jahaalat* which maybe deliberate and designed to further the scheme of Iblees in his mission of undermining and destroying Islam.

Know and understand well that all bank loans are interest-bearing. There is no type of loan given by a bank which is free of interest/riba. Atabek's laborious and abortive attempt to 'prove' that bank interest is not Riba, is the effect of shaitaan having gripped his brains. Just as the mushrikeen of Arabia would say: *"Trade is like Riba."*, hence it should be halaal, so too, does this agent of Iblees, Atabek say: *"Bank interest is taukeel."* This agent of shaitaan is at war with Allah and His Rasool, for the Qur'aan Majeed issues the following ultimatum of war:

"...If you do not desist (from devouring riba), then take notice of WAR from Allah and His Rasool."

By no stretch of Imaani logic and Fiqhi logic can such clear-cut Riba charged by banks, ever be interpreted to mean anything other than Riba. **Therefore, all bank loans are haraam. All such loans are encumbered with interest which no brand of interpretation can ever cancel.**

Homosexuality is HARAAM. Homosexuals are worse than adulterers. Islam prescribes the severest punishment for homosexuals. If homosexuality is proved in the court of the Qaadhi, even the death penalty may be applicable. Atabek's article is designed to placate the palates of his western kuffaar masters whom he is bootlicking.

Smoking breaks the fast. The arguments in negation of this mas'alah are baseless. Insha-Allah, a detailed response shall be forthcoming for the *khuraafaat* (drivel and trash) which Atabek has expectorated. The present article is a refutation of his stupid mortgage expectoration, rather nafsaani excretion.

Rasulullah (Sallallahu alayhi wasallam) said:

"Verily, I fear for my Ummah the aimmah mudhilleen."

This Atabek is from amongst the *Mudhilleen* mentioned in this Hadith.

MORTGAGE

A SYNOPSIS FOR LAYMEN

A sciolist deviate, one Atabek Shukurov, in the U.K., posing as a Hanafi authority, has issued a corrupt, *baatil*, stupid 'fatwa' proclaiming *Riba* to be halaal. Camouflaging Riba with the epithet of 'mortgage', and employing skulduggery and chicanery to convolute *Qardh* into *Tawkeel*, the deviate jaahil has confirmed that he is among the signs of Qiyaamah predicted by Rasulullah (Sallallahu alayhi wasallam) who had mentioned that in times in proximity to Qiyaamah, people from his Ummah will make liquor halaal by the trick of nomenclature. Fanciful names will be coined for the intoxicating drinks to render it halaal.

This Hadith of Rasulullah (Sallallahu alayhi wasallam) has the status of a principle, and it is not restricted to liquor. It applies to all haraam practices and acts which are legalized and

halaalized by means of fanciful names and fallacious interpretations. Thus, *Tasweer* (pictures of animate objects) is opined to be halaal by describing it as reflection, digital picture, television picture, video, etc.

Riba is halaalized by dubbing it profit, dividend and now 'mortgage' by this jaahil deviate whose *jahaalat* conspicuously renders him *person' non grata* in terms of the Shariah. This is the era in which the *juhhaal* such as Atabek, preponderate. There are numerous such 'sheikhs' of deviation prowling around the world executing the dictates of Iblees and undermining the Divine Shariah.

Atabek, setting himself up as a Hanafi authority, has stupidly and abortively attempted to convince Muslims that in the acquisition of a bank loan, the evil of Riba is not involved. Bank loans according to this *Ghabi 'sheikh'* are not interest-bearing. His *jahl* is indeed shockingly lamentable. He truly belongs to that category of jaahil 'scholars' who gather firewood in the dark on an intensely dark night without knowing if his hands are falling on excreta or a poisonous snake. Such a jaahil 'scholar' is described as *Haatibul Lail (one who gathers firewood in the darkness of the night).*

Before we commence with our detailed refutation of his stupid arguments which are the products of *jahl murakkab (compound ignorance),* we present this brief synopsis for the guidance of laymen who may not fully understand the academic nature of the refutation, or who may find technical details quite boring. This synopsis is for the guidance of laymen, and to prevent them from indulgence in one of the

worst sins – the sin of *Riba* which in one Hadith is described as a conglomeration of more than 70 major sins, the lightest of which is like committing adultery with one's own mother.

Despite the extreme danger of Riba and Allah's abhorrence for it, and Allah's declaration of war against those who indulge in Riba, this deviate jaahil deemed it appropriate to recklessly issue a licence for indulging in Riba thereby embarking on a satanic mission of ruining the Imaan of the ignorant and unwary.

Understand well that the transaction between the bank and a man who purchases a property with the money advanced by the bank is a pure interest-bearing loan. The fanciful and stupid mental gymnastics in which the *Ghabi* 'scholar' engages in his stupid attempt to halaalize Riba by dubbing the transaction *'Tawkeel',* is unadulterated haraam skulduggery. No one should be fooled and befuddled by the utterly fallacious 'fatwa' of Mr. Atabek Shukurov who has clearly demonstrated that as far as the Shariah is concerned, he is a *jaahil* and a *mudhil*.

No amount of skulduggery employing Fiqhi technicalities will convince a sincere Muslim seeking guidance on this issue, that the money which a bank advances for purchasing a property is a not a loan on which interest has to be paid. Rasulullah (Sallallahu alayhi wasallam) said: *"Seek a fatwa from your heart."* Every Muslim has sufficient intelligence to understand what in reality a bank loan is. The stupidity of Shukorov's arguments proffered in negation of bank-riba defies incredulity and is an insult to intelligence.

In both terminology and factual meaning, a bank loan is an interest-bearing loan, and no amount of fanciful, technically sounding arguments and skulduggery will appeal to the pure and simple intelligence of a mind which has not lost its equilibrium in the wake of the pursuit of worldly and nafsaani objectives.

For practical purposes, Muslims should understand that bank loans are Riba-bearing transactions, the reality of which is not changed by dubbing such loans 'mortgages' and the gimmick of *'tawkeel'.* Liquor remains haraam regardless of the plethora of new names coined for the intoxicant. Pictures of animate objects remain haraam regardless of the new epithets by which pictures are called. Riba remains haraam regardless of the nomenclature fabricated by the commission of skulduggery by stupid 'scholars' and paper 'mujtahids' of this era in close proximity to Qiyaamah.

It is the reality of the transaction which is the determinant. **BANK LOANS ARE HARAAM.**

NOMENCLATURE DECEPTION

In the introduction of his garbage permissibility of Riba 'fatwa', which he abortively seeks to halaalize with the 'mortgage' designation, and the convoluted 'tawkeel' fabrication, the deviate 'scholar', Atabek, says to Hadhrat Mufti Taqi Sahib:

"The issue of purchasing a property with the support of a bank is well-known to be controversial amongst Muslim academics. It is likewise well known that most of the scholars consider certain types of purchasing a house through the banks to be prohibited."

In fact ***all*** the Ulama – genuine Ulama – are unanimous in the fatwa of prohibition. Buying property via the conventional capitalist riba banks is haraam. There is no Aalim who would dare to say that riba is halaal, and a bank loan with the encumbrance of interest is halaal. Only deviates of Atabek's ilk – the modernist, suit and tie 'scholars' of *ghabaawah* proffer the view of permissibility. But their stupid 'fatwas' are devoid of Shar'i substance. Even the products offered by the so-called 'islamic' banks are contaminated with riba, and most of their deals are *faasid and baatil.*

In describing the method of the bank's operation when granting a loan, the deviate 'scholar' acknowledges that the prospective buyer of a property "borrows" money from the bank, and the bank "lends" him the money, then with this money borrowed from the bank, he buys the property, and thereafter the borrower has to repay the bank in instalments *"with some profit"*. He describes the gain acquired by the bank for the loan given as "profit", thus bringing himself fully within the purview of the Hadith which predicts the halaalization of haraam by means of the ruse of nomenclature. Describing pork as 'mutton' does not halaalize the flesh of swine. Similarly, describing interest as 'profit' does not render it halaal.

According to the Shariah, a loan cannot acquire 'profit'. The hallucinated 'profit' is pure riba. Despite accepting that the essential constituents of the transaction are *borrowing* and *lending*, the jaahil says that the gain is 'profit'. Making a mockery of his own intelligence, he avers: *"The interest that the bank will be charging the buyer depends on what they have agreed."* He has no alternative but to call a spade a spade, nevertheless, he believes that this haraam interest is halaal.

Shooting himself in the leg, he is constrained to acknowledge:

"As times passes the payable amount increases with it. For example, if the buyer borrows one thousand pounds and pays it back within the first year, then he has to pay one thousand and thirty pounds. But as time passes the debt increases, because the interest is not based on the initial amount that is borrowed but rather on the amount which is due each year. This necessitates the payable amount to differ based on the time of the payment."

The reality of Riba is conceded in this statement by the deviate, yet he stupidly maintains that a bank loan on which interest is paid is not a riba bearing loan.

THE PRINCIPLE OF IBAAHAH (Permissibility)

In his attempt to legalize riba, the deviate resorts to ludicrous mental gymnastics, juggling with the concept of *Wikaalat (Agency)* and other principles which have no bearing whatsoever on the issue of bank loans. Thus, he says:

"The initial status of all kinds of transactions is that they are permissible. One of the well-known principles of the Hanafi School is that everything beside these three is permissible by default: 1. Bloodshed 2. Sexual acts 3. Rituals of worship.....Based on this, we say, everything is permissible unless it is proven to not permissible."

Regarding the bank loan issue, the introduction of the aforementioned principle is indeed moronic.

(1) There is no relationship between a bank loan encumbered with interest and this principle. The fundamental constituents of *borrowing, lending and paying interest,* determine the Shariah's ruling. A clear-cut ruling of prohibition of interest cannot be submitted to the contentious principle formulated by opinion.

The introduction of this principle, totally unrelated to the issue of bank interest loans, is a silly exercise in futility with which the deviate modernist attempts to obfuscate the conspicuous clarity of the prohibition of bank interest. However, since he has moronically touched on this principle, it will be appropriate to discuss and refute its applicability to the issue under discussion.

Atabek has abortively attempted to convey the idea that the principle: *"The initial (hukm) regarding things is ibaahah (permissibility).",* is the standard and accepted rule of the Hanafi Math-hab. This postulation is incorrect. This is the principle of the Jamhur Shaafi' Fuqaha, not of the Hanafi Fuqaha. The following elucidation is presented in *Al-Ashbaah wan Nathaair ala Math-habi Abi Hanifah:*

"Is the Asl (the initial hukm) regarding things Ibaahah (permissibility) until such time that there is a daleel (evidence) to indicate the negation of ibaahah – and this is the Math-hab of Ash-Shaafi' (rahmatullah alah) – or is it (i.e. the Asl) Tahreem (Prohibition) until there is daleel for Ibaahah? The Shaafi'iyyah attribute this (i.e. the Asl is Tahreem) to Abu Hanifah (Rahmatullah alayh).

In Sharhul Minaar it appears: Things are initially on Ibaahah according to some Hanafiyyah. Among them is Al-

Karkhi. Some of the As-haab of Hadith say: The Asl in this is Al-Hazr (prohibition).

Our As-haab (the Hanafi Fuqaha) say: The Asl in it is Tawaqquf (Non-Committal), meaning that a hukm (of the Shariah) is necessary for it, but we are not aware of it by means of intelligence.

In Hidaayah appears: The Asl is Ibaahah."

In *Al-Ash-Baah wan Nathaair (Shaafi')*, the Shaafi' position is stated as follows:

"The Asl in things is Ibaahah until there is daleel to indicate Tahreem (Prohibition). This is our (i.e. Shaafi) Math-hab. According to Abu Hanifah the Asl is Tahreem (Prohibition) until there is a daleel to establish Ibaahah (Permissibility)."

In this sphere there are three principles: Ibaahah (Permissibility), Tahreem (Prohibition) and Tawaqquf (Non-Committal). Regarding these principles formulated on the basis of opinion, there is considerable difference of opinion. These principles are not cast in rock. They are not *Mansoos* on the basis of *Wahi* nor in terms of the Hadith. Fuqaha of the same Math-hab subscribe to differing opinions. Among the Hanafis are those who hold the opinion of *Ibaahah* while others of the Hanafi Math-hab subscribe to the *Tahreem* view, and similar is the difference in the other Math-habs.

Furthermore, these principles are overridden by Shar'i Daleel. They will operate only in rare cases of absolute

absence of Shar'i daleel. There is also no strict adherence to these principles among the Fuqaha. Consider an animal such as the giraffe (*zaraafah*). The Qur'aan and Ahaadith are silent regarding the permissibility or prohibition of giraffe. Those who subscribe to the *Ibaahah* principle opine that its meat is halaal while those holding the view of *Tahreem* say that it is haraam. Since there is no Shar'i basis for proclaiming giraffe haraam, the holders of the *Ibaahah* view say that it is halaal. On the other hand, Imaam Nawawi and Shiraazi who are Shaafi' authorities, proclaim giraffe haraam despite the Shaafi' principle of *Ibaahah.*

The Hanafis again, despite their principle of *Tahreem*, proclaim giraffe to be halaal since there is no Shar'i daleel for saying that it is haraam. From this, it is clear that the actual determinant is Shar'i daleel. If there is daleel for *Ibaahah,* the ruling will be permissibility. On the contrary, if there is daleel for *Tahreem,* the fatwa will be on *hurmat.* Also according to Imaam Ahmad Bin Hambal (Rahmatyllah alayh), giraffe is haraam despite the *Asl of Ibaahah.*

Although the principle of the Shaafi' Math-hab is *Ibaahah*, the majority of the Shaafi' Fuqaha have refrained from issuing a ruling regarding the giraffe. Neither do they say that it is halaal nor haraam despite their *Ibaahah* principle. *(Al-Ashbaah wan Nathaair – Shaafi').* In *Al-Ashbaah wan Nathaair* of Imaam Jalaaluddin Suyuti, it is mentioned:

"The majority of the As-haab (Shaafi' Fuqaha) have not entertained this issue (of the giraffe) at all whatsoever, neither

permissibility nor prohibition. Fataawa Qaadhi Husain and Imaam Ghazaali have explicitly said that it is halaal.....

Ash-Shaikh has categorically stated in At-Tanbeeh that it is haraam. In Sharhul Muhazzab, Consensus (Ittifaaq) is narrated on this. And so too has Abul Khattaab of the Hanaabilah said. No one from the Maalikiyyah and the Hanafiyyah has mentioned it (the giraffe), nevertheless, their principles dictate it being halaal."

Taqiyuddin As-Subki (Shaafi') mentions in his Kitaab, *Qadhaail Arab fi As-ilati Halab*:

"Shaikh Abu Is-haaq has categorically stated in At-Tanbeeh that the giraffe is haraam.....In Sharhul Muhazzab, Nawawi has narrated Ittifaaq (Consensus) on the giraffe's prohibition."

In the Kitaab, *Asnal Mataalib fi Sharhi Raudhit Taalib* it appears as follows:

"He says in Al-Majmoo' that verily, the giraffe is haraam without any difference of opinion." This is despite the *Ibaahah* principle on the basis of which other Shaafi' Fuqaha proclaim it to be halaal.

There exists considerable difference and argument and conflicting dalaa-il in the Shaafi' Math-hab regarding the permissibility or prohibition of the giraffe despite the Jamhur's principle of *Ibaahah.* On the other hand, despite the *Tahreem* principle of the Ahnaaf, the Hanafi Fuqaha say that giraffe is halaal. It should be quite evident that the determinant is Shar'i daleel.

Consider the example of the whale. In terms of the Shaafi' principle, *Ibaahah* applies, and not only to the whale, but to all sea animals. However, according to the Ahnaaf, whale and all sea animals are haraam despite a semblance of Shar'i daleel. Although a Hadith leads to the possible conclusion of the sea animal being a whale, the Hanafi Fuqaha do not accept that the sea animal described in the Hadith was a whale, hence they maintain its prohibition. They have their own Shar'i dalaa-il for the *hurmat* of the whale and all sea animals. Thus, the emphasis is on *Tahreem* by the Ahnaaf.

What is clear from the considerable difference, conflict and ambiguity in these principles is that the determinant is *Shar'i Daleel* which restricts and overrides the principles.

(2) The claim that this principle applies to trade transactions is erroneous. It applies to existing aspects of creation on which the Shariah is silent, e.g. animals, plants, a water channel whose ownership is unknown, i.e. whether it is private property or not, and any existent for which there is no ruling provided by the Qur'aan or Hadith.

It is stupid and baatil to apply the principle of *Ibaahah* to a transaction or even a tangible substance merely because their names cannot be found in the *Nusoos.* It may not be said that vodka and whisky are halaal on the basis of the principle of *Ibaahah.* It may not be said that pudding is halaal on the basis of this principle of permissibility simply because the name, 'pudding' does not exist in the Qur'aan or Hadith. The imperative need will be to examine and establish what exactly are the ingredients and constituents of these substances. If the

ingredients are haraam or the effect of the halaal ingredients is haraam such as intoxication, then the Shar'i daleel for *Tahreem* is confirmed.

Similarly, mortgages cannot be said to be halaal on the basis of the *Ibaahah* principle simply because this term is new and cannot be located in the *Nusoos.* The incumbent need is to examine and establish what mortgages are all about. The introduction of the *Ibaahah* principle in this regard demonstrates the jahaalat of Atabek. The simple issue in this regard is that a bank loan is encumbered with interest/riba, hence it is Haraam. There is absolutely no need for the invocation of any one of the three principles to determine the Shariah's verdict on bank-interest. It is glaringly Riba. Only brains welded by stupidity and aggravated by western liberalism and a bootlicking attitude, understand otherwise.

The mudhaarabah transaction of the so-called islamic banks cannot be proclaimed halaal on the basis of the *Ibaahah* principle, and simply because it has an Islamic designation. The need is to examine the constituents of the contract to establish the Shar'i ruling.

A plant, the properties of which are unknown – whether beneficial or poisonous – shall not be proclaimed halaal or haraam simply on the basis of the principles of *Ibaahah and Tahreem.* The demand is for establishing the ruling on the basis of Shar'i daleel. If examination confirms that the plant is poisonous, then obviously the verdict will be *Tahreem.* If it is not harmful or poisonous, the ruling will be *Ibaahah.*

It will indeed be a rarity for the total absence of Shar'i daleel to act as the determinant. In such rare cases, *Tawaqquf* will

apply, thus rendering the issue to the Mushtabah realm. As far as bank loans are concerned, there is absolutely no ambiguity in their nature. A bank loan is pronounced haraam by the *categorical Nusoos of the Qur'aan and Hadith.* Only a stupid deviate having no affinity with the Shariah will muster the stupid audacity to invoke the principle of *Ibaahah* for the determination of a ruling for a bank loan which is encumbered with riba. The principle may not be used in conflict with a *mansoos alayh* law.

The unnecessary and stupid introduction of the *Ibaahah* principle which is totally unrelated to bank interest/riba, has constrained this digression.

THE ISSUE OF MORTGAGE

Exhibiting his skulduggery, the deviate Atabek says:

"Coming back to the issue of mortgage, I say it cannot be Riba, because the bank does not 'lend' the money as per Shariah definition of lending or debt. That is because the buyer is not free to do with the money whatever he wants. The bank won't allow him to do anything with it except buying that exact house which he has agreed with the bank to buy. This is not called 'debt'"

Every person in his sane senses will understand that this is a lot of hogwash and bunkum. By what stretch of logic – kuffaar or Islamic - does this man interpret a straightforward, simple loan to be some other transaction other than debt? He has absolutely not even a single valid Shar'i argument to bolster his rubbish view. The only stupid and absurd 'daleel' he proffers is that the bank advances the loan for a specific

purpose, namely, to purchase only a property and nothing else. There is no authority in the Shariah for bolstering this stupid averment. It is absurd both in terms of the Shariah and even kuffaar economical laws. In fact, this stupidity is repulsive to intelligence.

The maximum that could be said about the bank's stipulated condition is that it is a *faasid/baatil shart* – a baseless and invalid condition. It is nothing more than this. Whilst we do not accept that this specific condition in the context is unlawful, for the purpose of this discussion we shall assume that the stipulation by the bank which is not Islamically permissible, is invalid. Now on what Shar'i authority does the deviate Atabek base his stupid conclusion of the reality of the loan being cancelled in consequence of the invalid condition? There is absolutely no authority for his stupid opinion sucked out from his nafs and constrained by modernity.

Just as in the case of *Hibah (Gift),* a *faasid shart* automatically falling away leaving the *Hibah* valid and lawful, so too is it with *Qardh (loan given).* If a man making a gift, says: *"This car is a gift for you on condition that you do not sell it.",* the gift is valid whilst the *faasid* condition falls away. Similarly, if a loan is given with the condition that the borrower should use it for only a specific purpose, then whilst the condition is invalid, the loan/debt remains valid *Qardh.* The Fuqaha state in this regard:

"Stipulation of time (for repayment) is not binding in Qardh regardless of it being stipulated as a condition in the transaction or delayed to after the transaction."

The reason for this is: *"Verily, Qardh is an act of Tabarru' (kindness, favour)."*

Qardh belongs to the class of transactions which are *Tabarru' (Kindness/Favour)*. These transactions remain valid despite the *faasid* conditions which automatically fall away, leaving the transaction valid.

If the haraam condition of interest is stipulated, the capital sum only is repayable. The haraam stipulation does not cancel the reality of *Qardh.* The loan remains a loan.

The *Rukn of Qardh* is *Ijaab* and *Qubool* according to Imaam Abu Hanifah and Imaam Muhammad. According to Imaam Abu Yusuf it is only *Ijaab*. The existence of the *arkaan* suffices for the validity of *Qardh* which remains unaffected by the addition of a *faasid shart.* Acts of *Tabarru'* such as Hibah (gifts), Sadqah (charity), Nikah (marriage), Khula', and the like are all acts of *Tabarru'* which are not invalidated by *faasid shuroot. Qardh* is in the same category.

Even a Mudhaarabah contract encumbered by a *baatil shart*, remains valid whilst the invalid condition falls away. Imaam Muhammad said: *"If a man gives a thousand dirhams for conducting Mudhaarabah on a 50-50 basis profit-sharing with the condition that the Mudhaarib gives his land to the Rabbul Maal to enable him to cultivate it for a year or his house so that he (the Rabbul Maal) may live in it for a year, then the shart is baatil, and the Mudhaarabah is valid."*

Even the contract of *Shirkat (Partnership)*, like Mudhaarabah, is not a *Tabarru'* transaction. Nevertheless, it remains valid despite the *faasid shart* which automatically falls away. Only

if the conditions extricate the *mudhaarabah* and *shirkat* transactions from their reality by negating the fundamental constituent which is *partnership in the profit,* will it be said that the contract is no longer what it was intended to be, hence invalid.

It should now be quite obvious that the deviate jaahil has absolutely not a single viable argument for substantiating his stupid and fallacious postulate of a bank loan not being a loan *(Qardh).* There is neither Shar'i basis for his baatil claim, nor a logical basis.

The coprocreep further avers: *"Thus, debt is the borrowing of an item from someone for a certain period of time under the condition of returning it back. The ownership of the borrowed item will be transferred to the person who is taking it, which necessitates that he is free to do with it as he wants -- the person who is lending it out has no right to dictate what he can and cannot do with it."*

This averment is defective and in no way whatsoever alters the reality of *Qardh.* As explained above, the loan remains a loan regardless of the stipulation of any *faasid* condition by the lender, the bank in this case. In the above statement, the deviate has confused two different types of debt, namely, *Qardh and Dain. Qardh* is a loan while *Dain* is a debt incurred by a trade transaction such as buying an item on credit. In *Dain* it is incumbent to stipulate the time of payment. In *Qardh,* no time factor applies. It is not permissible to fix the time of repayment. The condition of a time frame is *baatil* in relation to *Qardh.* The creditor of the loan has the right to demand repayment at any time regardless of whether a time was fixed for repayment. The "certain period" mentioned by Atabeck is

baseless and does not apply to *Qardh.* He needs to revisit, in fact re-study, the Kutub of Fiqh. It is clear that he is ignorant of many Fiqhi issues, hence he blurts out flotsam and jetsam thereby advertising his jahl. Yet, this copro-jaahil, shamelessly insults the very senior Ulama of Deoband. Only a fool is ignorant of the Stars of Uloom and Taqwa produced by Darul Uloom Deoband in its heyday.

The Hanafi Fuqaha state: *"Verily, Qardh is like Aariyah (an item given on loan). Stipulation of a time (for returning the item) is not incumbent in loaned items."* This also debunks the copro-jaahil's assertion, viz. *"for a certain period of time"*. The stipulation of time of repayment applies to the debt called *Dain,* not to *Qardh.*

While the lender has the right to utilize the loaned money as he deems appropriate, the stipulation that he may buy only a property with the loan in no way whatsoever cancels the reality and nature of the loan. It remains *Qardh.* The Kutub of Fiqh are explicit in this regard. But the *mudhil* is ignorant of the Kutub although he has set himself up as an expert of the Hanafi Math-hab and as a mujtahid. The fellow is a jaahil paper 'mujtahid' basking in his own *jahl-e-murakkab.* No one has claimed that the lender has the right to dictate conditions. The issue is that the loan remains *Qardh* despite the dictation of the lender. As far as large loans are concerned, it shall be shown later that there is a need for the bank to dictate and advance the loan for only a specific purpose.

Since the *Qardh* remains *Qardh* despite the stipulation of a *faasid shart* , the copro-jaahil has absolutely no basis for his copro-interpretation in negation of the reality of the loan advanced by a bank – a loan encumbered with Riba.

The jaahil makes a big issue out of an insignificant factor in the bank-loan. He maintains that the borrower here is not free to use the money as he wishes. Even if this be assumed to be correct, it does not negate the reality of the loan which remains *Qardh* in terms of the Shariah. However, the factual position is that the lender is free to utilize the money for the specific purpose for which he has requested the loan. He approaches the bank with his stated wish to purchase a certain property. The bank does not compel him to buy the property of its own choice. The lender himself selected the property and seeks a loan to pay the price. Thus, the bank advances him the loan to purchase what he had selected of his own free will.

If a lender advances a loan on condition that the money may not be used for gambling, squandering on haraam and the like, the reality of the *Qardh* is not negated. Similarly, to safeguard its interests, the bank will agree to the loan only if repayment is assured. Thus, if the borrower seeks a loan of a million pounds for a property whose value is 100,000 pounds, the bank is entitled to refuse, and to stipulate that only such a property be purchased which guarantees the loan. In safeguarding its interests, the bank is not dictating to the lender what he has to do with the money. On the contrary, it is the borrower who approaches the bank for a loan to purchase an item of his own choice, not of the bank's choice. We have mentioned this fact merely to highlight the stupidity of the jaahil's averment. But in reality this issue has no bearing on the validity of the loan. It remains a valid loan regardless of the hallucinated dictation by the bank.

THE TAWKEEL HALLUCINATION

Like a drowning man clutching at straws, the faasiq deviate Atabek desperately proffers the hallucination of a bank interest bearing loan being a contract of *Tawkeel (Agency).* Not even a layman will be fooled by such audacious stupidity which asserts that pork is transformed into mutton by mere imagination. In presenting his ludicrous postulate, he says:

"The different topics that I have mentioned necessitate that a mortgage is Tawkeel and not a debt because the scenario of a mortgage happens as follows

Customer expresses his desire to buy a house to the bank.

Bank follows its procedure, then it approves the buyer to buy the house on behalf of the bank with the money which he gets from the bank by cash payment.

Then he buys the house from the bank by instalments over certain period of time. After that he pays back that money during that time period.

This is the practical and technical explanation of a mortgage. This is because the meaning is the most important thing in transactions and not what one says (i.e. it is about what you do and not what you say."

Let us examine this hogwash. The 'different topics' mentioned by the copro-jaahil in no way whatever necessitate that a bank interest-bearing loan is transformed into *Tawkeel* or in meaning it is *Tawkeel.* In his disgorgement of 'different topics', he has merely tried to explain the meanings of *Qardh* and *Tawkeel.*

After explaining the technical Fiqhi meanings of these two transactions, he arbitrarily and stupidly without Shar'i basis concludes that a riba loan advanced by the bank is *Tawkeel.* His postulation is devoid of logical content and bereft of Shar'i substance. Furthermore, his corrupt theorizing is in conflict with reality.

The client, i.e. the borrower, does not approach the bank to purchase a house from the bank, for the bank does not own a house for sale nor is the bank in the business of buying and selling properties. Its profession is to lend money to borrowers on interest. Only a moron whose brains have been convoluted by Iblees will contend otherwise. The client approaches the bank for a loan which the bank will advance only if he is creditworthy. The procedure which the bank will initiate to establish the credit worthiness of the borrower and the veracity and viability of his deal with the owner of the house who is the actual and the only seller, is reasonable and absolutely necessary. This procedure is totally unrelated to any facet of *Tawkeel.*

The deviate's claim that the *"bank appoints the buyer to buy the house on behalf of the bank",* is an absurd LIE. Neither practically nor technically nor logically is there any veracity in this *baatil* claim of Atabek. Furthermore, it is blatantly false to say that the bank gives the cash directly into the hands of the borrower. The reality is that by *Iqtidhaaun Nass* the borrower appoints the bank as his *Wakeel* to pay his debt owing to the owner of the house who is the true and the real seller who sells the property to the one who borrows the money from the bank. The bank does not purchase the property from the seller as the jaahil alleges. The bank merely

makes payment on behalf of the borrower who is the true and the real buyer.

The Fuqaha state: *The determinant is the actual meaning (the reality of the transaction), not the words (used to embellish a haraam transaction for rendering it halaal).* Thus, if interest is described as a gift, dividend, profit, etc., it will not change the reality. It remains haraam riba. Whilst the copro-jaahil has made reference to this principle, he has abortively attempted to apply it in a convoluted manner to legalize a bank interest-bearing loan. The true meaning of the deal between a borrower and the bank is a riba loan. No amount of skulduggery can change this reality. Practically, technically and logically the bank is the lender and not the buyer nor is the borrower the *Wakeel* to buy a house for the bank. The reality is the opposite, namely, the bank is the borrower's *Wakeel* to pay his debt with the money which he has borrowed from the bank.

Regarding the *Tawkeel* dimension, the Faasiq has placed the cart before the horse by contending that the borrower is the bank's *Wakeel bish-Shiraa' (the agent to purchase on behalf of the bank).* On the contrary, the bank is the *Wakeel* of the borrower. Prior to advancing the loan, and even before the house has been purchased, the bank stipulates its interest which will escalate annually. The purchase price is paid to the owner/seller with the borrowed money on which the bank fixes its rate of interest.

The plethora of *faasid* conditions with which all bank contracts and agreements are encumbered does not negate the reality of *Qardh.* It does not transform *Qardh* into *Tawkeel.* Only juhala possess sufficient stupidity to deny this reality

and claim that the money borrowed from a bank is by way of *Tawkeel.*

Exhibiting his contumacious *jahaalah*, the copro-jaahil avers:

"Thus, when the bank says to the customer: 'this is a debt we are lending you so that you can buy a house, and you have to pay it back to us', this statement is incorrect literally but yet correct by Iqtidha. That is because the bank doesn't give the ownership of the money to the customer – the bank will block you from using this money for anything besides buying that specific house – and that is not called lending but rather 'tawkeel' "

Perhaps the baboons in the mountains will swallow this stupidity. Firstly, the Faasiq has misapplied the principle of *Iqtidhaun Nass* which is an implicit demand of a statement not stated verbally, but is implied. Saying that the bank's categorical statement of the money advanced being a debt is literally incorrect, but by *Iqtidha* is correct, is an absurdity and self-contradiction which portray this man's ignorance regarding the principles of Fiqh.

If the statement of the bank is CORRECT by way of *Iqtidha*, it logically follows that the bank's version is correct because the demand of *Iqtidha* is valid and incumbent, and may not be cancelled by verbal/literal statements which may have a different meaning. The principle in transactions is that the determinant is the true and actual meaning, not the words. Both the words and meaning of the bank confirm the reality of *Qardh.* Whilst there is no need for *Iqtidha* to determine the reality of the bank's interest-bearing loan, the Faasiq has shot himself in the leg by stupidly saying that the bank's statement

is correct by *Iqtidha'.* By making this claim he has entrapped himself into conceding that a bank's loan is in fact *Qardh* regardless of his stupid howling to the contrary. Both principles, namely *Ibaaratun Nass* as well as *Iqtidhaaun Nass* (by his own admission) confirm the reality of the transaction to be *Qardh.* The reality precludes the idea of the bank having in actual fact purchased the house.

It has already been explained above that the stipulation of a *faasid shart* does not negate the reality of *Qardh.* We again reiterate that payment by the bank to the owner of the house who sells his property is not a *faasid* condition because the borrower approached the bank specifically for the purpose of acquiring a loan to pay for the house which he intends purchasing from Zaid. Thus, the bank acts as the borrower's agent by effecting payment to the seller, viz. Zaid. It is utterly fallacious and stupid to claim that a loan is not a loan simply because the lender stipulates that the money may be used for only paying the creditor of the borrower. The bank pays the seller on the instruction of the borrower to whom the bank loans the money repayable with Riba.

Making another drivel claim, the Faasiq says:

"This is not any type of riba, because the bank does not give away the money to the customer."

This is rubbish. The bank in reality does give the money to the borrower to use for the specific purpose for which he has approached the bank. It is the borrower who asks the bank to pay for the house which he will be buying from Zaid. Thus, the bank acts as the borrower's *Wakeel* to effect payment on

his behalf. This is the simple reality and nature of the transaction with the bank.

The claim that the borrower acts as the representative of the bank to buy a house for the bank and that he buys the house from the bank is a donkey claim. Perhaps donkeys may swallow this absurdity. A man of Fisq given to bootlicking and emulation of the western kuffaar lacks *Fahm.* His brains are encased in a western straitjacket, hence he conjectures stupid theories to halaalize riba. And, according to the Qur'aan only a man who has been driven to madness by the touch of shaitaan legalizes riba and claims it to be trade.

The Faasiq illustrates his jahaalah in an answer to a critic where he says:

"If I give you money and say to you: 'It is a gift to your father, but you have to buy food and bring it to me by using this money.", What is it? Is it a gift or maybe some type of 'usury' or also 'dowry'? Owner of the money specifying one and only way of using it and excluding everything else is called "Tawkeel".

This answer confirms that this Faasiq copro-jaahil lacks knowledge of even basic masaa-il. He sets himself up as an authority of the Hanafi Math-hab, yet he is egregiously ignorant of the fact that in the example he has cited to silence his critic, the gift remains a gift (Hibah) despite the *faasid* condition which simply falls away. All transactions of *Tabarru'* in terms of the Hanafi Math-hab remain valid whilst the corrupt conditions automatically fall away. On what authority does this *jaahil* claim that the *Hibah* has been

transformed into *Tawkeel* by the *faasid* condition? He has absolutely no authority since he blurts out trash from his nafs.

In his superficial exposition of Tawkeel, the Faasiq sciolist avers:

The rukn of wikala is anything that means 'offer and accept' – even indirectly such as silence'. So the real important thing is to express that a person is appointing the second person as a representative."

This explanation is in diametric conflict with the reality of the relationship between the bank lender and the borrower. There is not even the slightest hint of the bank appointing the borrower to be its representative to purchase a property on its behalf. Furthermore, the issue of being the bank's wakeel to purchase a house for the bank is the furthest from the mind of the borrower. Thus, there is absolutely no expression by any of the parties which could be even remotely interpreted to mean the creation of a Wikaalat contract. The conclusion of the sciolist is plain skulduggery and fraud. There has to be an intention and an understanding, for that will be the reality and the determinant in trade and commerce transactions. But the entire contract between the bank and the buyer of the house, from beginning to end, pertains to borrowing, lending and paying interest.

TWO PRICES?

In this regard, the copro-jaahil says:

"As for the price not being fixed but differing based on the time of paying it back, as we said, it is permissible according to the two students of Abu Hanifah without any conditions.

It is also permissible according to Abu Hanifa with the condition that I explained above (i.e. for the late payment he has to pay a 'standard price', and the 'standard price' is what is known by custom)."

His postulate is fallacious. For the validity of a sale, the price has to be incumbently fixed. An item may not be purchased without the price having been fixed at the session of the sale. Whilst a higher price is permissible if sold on credit, the essential condition for the validity of the sale is that the higher price must be fixed at the time of the sale. The price may not be left to fluctuate and differ in a future limbo as interest rates fluctuate and differ. The different two prices - a cash price and a credit price – must be stated without ambiguity at the time of contracting the deal, and one price has to be fixed. The price may not be left undetermined for future fluctuation.

The sciolist cites an example from Quduri without understanding the import of the mas'alah. Firstly. The mas'alah in Quduri does not remotely refer to riba. The bank's transaction with the borrower has absolutely no relationship with the mas'alah mentioned in Quduri and which the copro-jaahil cites. Secondly, the mas'alah applies to a valid trade transaction while the bank's transaction is a clear-cut act of lending money on interest, and no convoluted and stupid interpretation can alter this reality. Thirdly, the mas'alah in Quduri does not relate to an unspecified price or a price which is not fixed. In both cases the price is fixed.

Quduri does not mention the issue of two different prices as the copro-jaahil attempts to hoodwink laymen with his chicanery. He cites the mas'alah from page 103 of Quduri,

but what he claims is not mentioned in the section dealing with *AL-Muraabah and At-Tauliyah.*

Imaam Quduri merely states that it is permissible for the *buyer* to increase the price and for the seller to increase the commodity and decrease the price. What relationship has this with the riba the bank charges? Each one of the parties is merely exercising his right. If for argument's sake we assume the stupid postulate of the copro-jaahil to have any validity then in his example, the bank is not the 'buyer'. On the contrary, it is the 'seller' of the house. Now the bank (the hallucinated seller) is mandatorily increasing the so-called 'price' (i.e. the riba) from year to year depending on the fluctuation in the rate of interest. Thus, the copro-jaahil has inverted the mas'alah of Quduri in his convoluted, stupid exercise of presenting the bank loan as a trade transaction.

In a valid sale transaction, the buyer has the right to increase the price at will. The seller has no right of increasing the price after finalization of the deal. Yes, he has the right to decrease or give a discount at his own wish and will without such decrease being stipulated in the contract and without such decrease being customary.

The Faasiq sciolist conveniently omits citing what Quduri says about *Qardh*, and this appears on the very same page from which he has cited the mas'alah regarding increasing and decreasing the price and the commodity by the buyer and the seller respectively. Quduri states:

"Every Dain which is due, if the creditor stipulates a time (for its payment), it becomes Mu-ajjal (i.e. it will only be due for payment on the stipulated date), except Qardh, for verily, fixing a time (for its payment) is not valid."

We have earlier explained that *Dain* is a debt in a sale transaction while *Qardh* is a debt incurred by a loan.

Explaining the invalidity of fixing a time for payment of *Qardh*, the Fuqaha say:

"Verily, Ta'jeel (fixing a time) is not valid, i.e. it is not binding. Thus, if at the time of giving the loan, or thereafter, a known time is fixed, it will not be valid. The lender has the right to demand immediate payment because Qardh is Aariyah (giving a loan of an item) which is (an act of (Tabarru' (kindness/favour), and Ta'jeel in Tabarru' is not binding." (Aini and Fathul Qadeer)

The sciolist may check the kutub to ascertain what he has omitted by his chicanery. The *Qardh* remains valid whilst the *baatil* condition automatically falls away.

The other example of paying the tailor one price if he stitches the garment 'today' or lesser sum if he prepares it for the next day, also has absolutely no relationship to the bank loan scenario. By itself it is a valid contract in which their is no ambiguity and no fluctuation of the service fee for stitching the garment. The amount is fixed at the time of the deal. The price does not fluctuate in a limbo of ambiguity, and it has no truck with bank interest. There is no 'differing' in the fee which is arranged and agreed during the transaction. The analogy posited by the sciolist jaahil is glaringly fallacious.

The sciolist Atabek has pivoted his *baatil* opinion on the fallacious basis of a bank's loan not being *Qardh,* and for its justification he arbitrarily and stupidly claims that the loan cannot be *Qardh* because the bank restricts its used for a specific purpose, namely, the purchase of a property. There is absolutely no authority in the Shariah for this ludicrous opinion. At most, it could be ventured that the stipulation is *faasid.* On the assumption that it is *faasid,* the reality of *Qardh* remains unchanged. The loan is valid. Only the condition falls away. Thus, there is no transformation of the *Qardh* into *Tawkeel.*

Neither is there a stupid metamorphosis nor is there a *Tawkeel* agreement *isaalatan* (initially), nor has any such contract subsequently come into being. From whichever angle the matter is examined, only a Riba Loan emerges. But like the mushrikeen of Arabia, this Atabek sciolist expectorates: *"Riba is like trade".* Only he camouflages this opinion of the mushrikeen by saying *"A bank loan (with Riba) is Tawkeel."* Only a spiritually blind heart has the raw and kufr audacity of proclaiming an interest-bearing bank loan to be halaal, dubbing it *Tawkeel* by nafsaani hallucination. May Allah Ta'ala save us from corruption of the heart caused by *Rijs* divinely cast on the brains, as the Qur'aan Majeed says:

"And, He (Allah) casts Rijs (FILTH) on those who lack Aql." (those who fail to understand that the sun shines during the day time).