



**Fatwa no. 7177**

**Q:** I bought a Mercedes car two years ago. Someone I know came and sold this car to me. He did not possess the car at the time. We agreed that the price is 180,000 riyals that would be paid in monthly installments. Then he bought the car in cash and sold it to me according to the agreed upon price. Two months later, someone told me that this kind of transaction is not permissible. I asked a number of scholars about the ruling on this issue, some of them permitted it and others regarded it as invalid. I gave him the car back and told him about the legal ruling in this regard, and he agreed to sell me the car again according to the cash amount he paid as a price for it. Is this a valid transaction? If it is a valid transaction, should I give him the remainder of the previously-agreed-upon price? Moreover, the car became in my possession after he accepted to receive the price he paid for it in cash. Please clarify this matter for me.

**A:** If the reality is as you mentioned with regard to a contract between you, then the first transaction is invalid because he sold you the car before possessing it. This is a legally prohibited transaction. But agreeing to pay him in cash the price he

**( Part No : 13, Page No: 243)**

has paid to buy this car is permissible. We ask Allah to forgive you for buying it before the seller possessed it. You do not have to pay anything other than the agreed upon price. But you have to repent to Allah and seek His forgiveness for your first transaction.

May Allah grant us success! May peace and blessings be upon our Prophet Muhammad, his family, and Companions!

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