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Fatwa No. (15630)

Q: I would like to inform you that I have demanded a deferred credit of 10,000 Riyals from a certain person who defaulted on payment at the time the debt was due. However, he offered me a plot of land in return for the above-mentioned amount of money. He told me that he had submitted a request to the Real-Estate Development Bank to be granted a loan on this plot of land. I agreed to take the land on condition that the loan is in his name so that I may receive it and then transfer it into my name in order to pay bank installments. Is this permissible? May Allah reward you best!

A: The contract is invalid for two reasons. **First**, the land is mortgaged to the bank through the loan. In fact, the mortgagee's consent is a prerequisite for selling a mortgage. **Second**, the debtor alone is liable to pay the debt. Thus, debt liability may not be transferred to someone else unless in the case of the transfer of a debt which is not applicable here. And Allah knows best. May Allah grant us success! May peace and blessings be upon our Prophet Muhammad, his family, and Companions!

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