

# ***Salam Chart***

*Dr. Ahcene Lahsasna  
INCEIF, Kuala Lumpur, Malaysia  
hasan@inceif.org*

# Slam & Salaf

## Definition

*Salam* or *salaf* is defined as the sale or purchase of a deferred item in exchange for an immediate price.

السلم/السلف  
أسلم و سلم و أسلف  
aslama/salama/aslafa

This contract is a special device and a special form of license (*rukhsah*) given to the people to meet their economic needs and facilities in their daily lives.

Salam  
Hijaz Language  
Salaf  
Iraqi language

Salam  
Handed over the capital  
in the contract session  
Salaf  
Advance of the capital

Salaf  
is more general And  
comprehensive because  
it is related to loan

In Surah al-Baqarah 2: 282. Allah says that: "O you who believe! When you deal with each other in transactions involving future obligations in a fixed period of time, put them in writing." The phrase "transactions involving future obligation".

when the Prophet (pbuh) came to Madinah, and found its inhabitants using forward (*salam*) contracts in fruits for one, two, and three years, he said: "Whoever enters into a forward contract let him specify a known volume or weight, and a known term of deferment".

## Legality of Salam

Salaf  
It is used in two concept

Quard Hasan  
Free interest loan

Advance capital  
In Salam contract

## Notion of this contract

According to the majority of the jurist this contract is an Exception to the general rules and against analogy It is considered as ruksa

Inb hazm and Ibn taymiay Their view is this is independent Contract and it is not an Exception to the general of Islamic commercial law

## Pillar of Salam

Contracting parties:

Musalam/Rabu al salam:  
Buyer

Musalam Ilaihi  
Seller

Statement/Sigah  
Offer & acceptance

Valid with salam/salaf/sale  
Shafi: only salam/salaf

Subject matter  
Musala fihi: goods sold  
& Capital

## Condition of salam

### Condition of capital

- 1: must be Known
- 2: payment must be made on the spot in full

### Musalam fihi Goods sold

- 1: To be deferred to an agreed date in the future.
- 2: must be known (specification).
- 3: The future must be known

Maliki can be delay 3 days

4: Be able to be handed over  
5: Place of delivery

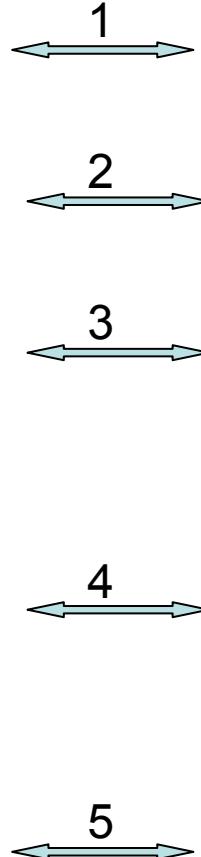
# DIFFERENCES BETWEEN SALAM AND OTHER TYPES OF SALES

## SALAM

- 1: in a *salam* sale it is necessary for the parties to precisely fix a period for delivery of the goods.
- 2: in a *salam* sale, a commodity not in the possession of the seller can be sold.
- 3: the *salam* commodities are confined only to the goods which can be precisely determined in terms of **quality** and **quantity**.
- 4: *salam* sale cannot take place between **identical goods** for example, wheat for wheat or rice for rice.
- 5: in *salam* sale, payment must be made in advance.

## OTHER SALES

- 1: but in an ordinary sale, it is not necessarily to do so.
- 2: in an ordinary sale, “the seller cannot sell what he does not have”.
- 3: in an ordinary sale everything that can be owned is saleable, except the commodities which are prohibited by the *Shariah*.
- 4: the sale of identical goods is allowed in an ordinary sale.
- 5: in an ordinary sale, the payment may be deferred or made at the time of delivery of the goods.



# DIFFERENCES BETWEEN SALAM AND ISTISNA

## ISTISNA

1: in the subject matter of *istisna* is the thing or goods which is to be manufactured.

2: it is not necessary in *istisna* where the payment may be made at the time of the contract or progressively according to the stage of completion of the manufacturing process.

3: the parties in an *istisna* contract are allowed to cancel the contract before the manufacturer starts the work.

## SALAM

1: in *salam* the commodities are normally agricultural products, metals etc.

2: the price in *salam* sales is paid in advance.

3: the parties in the contract of *salam*, cannot unilaterally terminate the contract without the agreement of the other.

1

2

3

DIFFERENCES

# Time of Delivery of *Salam* Commodities

how long is the  
deferment period  
(between the conclusion  
of the contract and  
the time of delivery)  
in the case of *salam*?

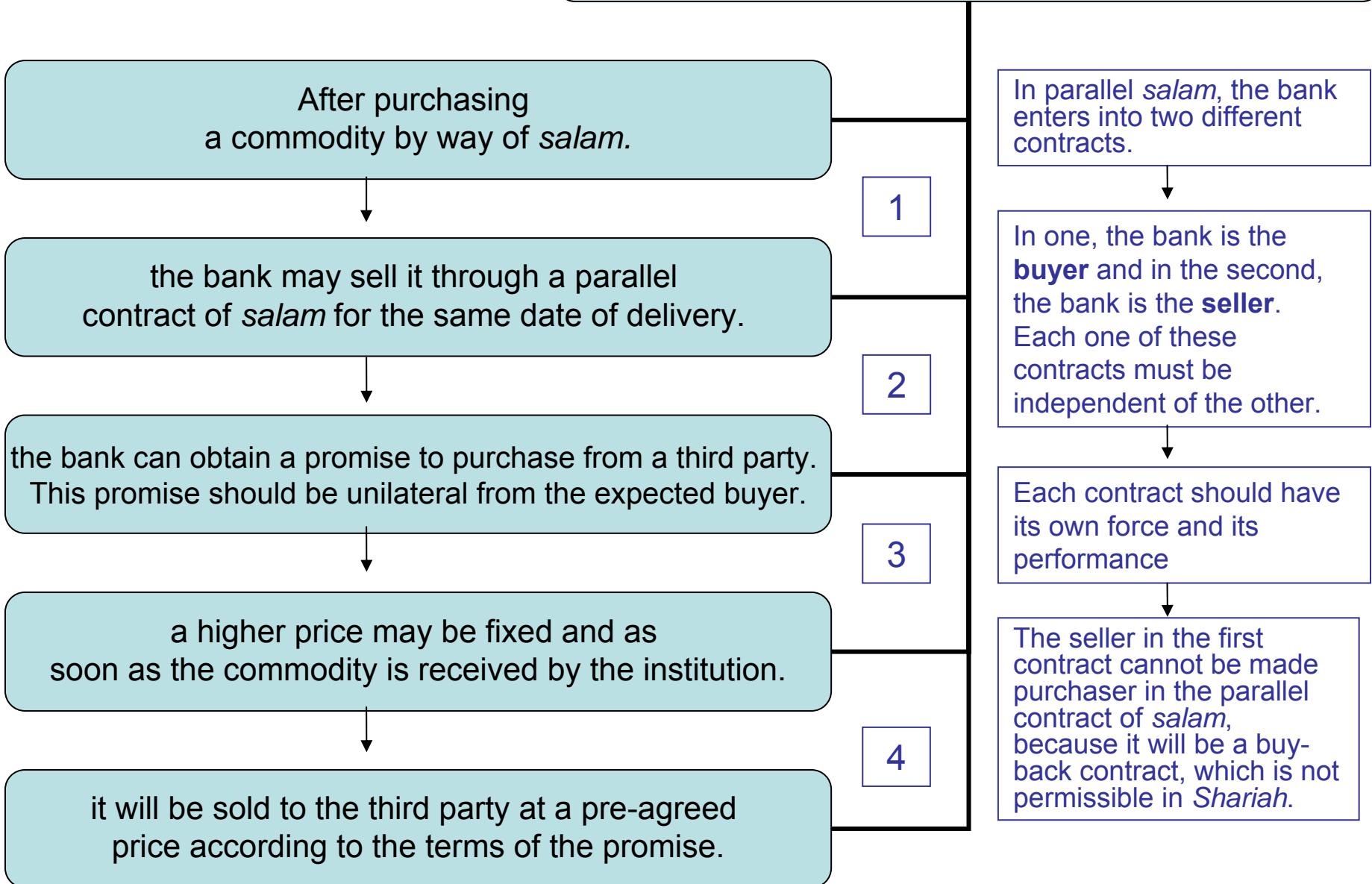
Hanafis & Hanbalis  
One month  
More than that is  
Not valid

**Imam Malik**  
is of the opinion that  
it should not be  
less than fifteen days

Shafii  
no minimum period can  
be prescribed. The parties  
may fix any date for  
delivery with mutual consent.

The contemporary jurists  
have adopted this view  
as being more suitable  
for modern transactions.

## The parallel contract of *salam* (*salam muwazi*)



# Thank You

شكرا جزيلا