

রিয়ায়স স্বা-লিহীন (রিয়াদুস সালেহীন)

হাদিস নাম্বারঃ ১৬২৩ [আন্তর্জাতিক নাম্বারঃ ১৬১৫]

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পরিচ্ছেদঃ ২৮৭ : সুদ খাওয়া সাংঘাতিক হারাম কাজ

(287) بَابُ تَغْلِيظِ تَحْرِيمِ الرِّبَا

আরবী

وَعَنِ ابْنِ مَسْعُودٍ رَضِيَ اللَّهُ عَنْهُ قَالَ: لَعْنَ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَكْلُ الرِّبَا وَمُوْكِلُهُ . رَوَاهُ مُسْلِمٌ زَادَ التَّرِمِذِيُّ وَغَيْرُهُ : وَشَاهِدِيهِ وَكَاتِبِهِ

বাংলা

আল্লাহ তা'আলা বলেছেন,

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ۝ ذُلِّكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا ۝ وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَمَ الرِّبَا ۝ فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَأَنْتَهَى فَلَهُ مَا سَأَفَ وَأَمْرُهُ إِلَى اللَّهِ ۝ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ ۝ هُمْ فِيهَا خَالِدُونَ ۝ - يَمْحَقُ اللَّهُ الرِّبَا وَيُرْبِي الصَّدَقَاتِ الَّتِي قَوْلَهُ تَعَالَى إِلَيْهَا الَّذِينَ آمَنُوا أَتَقْوَى اللَّهُ وَذَرُوا مَا بَقِيَ مِنَ الرِّبَا

”যারা সুদ খায় তারা [কিয়ামতে] সেই ব্যক্তির মত দণ্ডযামান হবে, যাকে শয়তান স্পর্শ দ্বারা পাগল করে দিয়েছে। তা এ জন্য যে তারা বলে, ‘ব্যবসা তো সুদের মতই।’ অথচ আল্লাহ ব্যবসাকে বৈধ ও সুদকে অবৈধ করেছেন। অতএব যার কাছে তার প্রতিপালকের উপদেশ এসেছে তারপর সে [সুদ খাওয়া থেকে] বিরত হয়েছে, সুতরাং [নিষিদ্ধ হওয়ার পূর্বে] যা অতীত হয়েছে তা তার [জন্য ক্ষমার্থ হবে], আর তার ব্যাপার আল্লাহর এখতিয়ার-ভুক্ত। কিন্তু যারা পুনরায় [সুদ খেতে] আরম্ভ করবে, তারাই দোষখ-বাসী; সেখানে তারা চিরকাল থাকবে। আল্লাহ সুদকে নিশ্চিহ্ন করেন এবং দানকে বৃদ্ধি দেন। আল্লাহ কোন অকৃতজ্ঞ পাপিষ্ঠকে ভালবাসেন না।হে ঈমানদারগণ! তোমরা আল্লাহকে ভয় কর এবং সুদের যা বকেয়া আছে তা বর্জন কর; যদি তোমরা ঈমানদার হও। আর যদি তোমরা [সুদ বর্জন] না কর, তাহলে আল্লাহ ও তার রাসূলের পক্ষ থেকে যুদ্ধ সুনিশ্চিত জানো। কিন্তু যদি তোমরা তওবা কর, তবে তোমাদের মূলধন তোমাদেরই। তোমরা কারো উপর অত্যাচার করবে না এবং নিজেরাও অত্যাচারিত হবে না।” (সূরা বাকারাহ ২৭৫-২৭৯ আয়াত)

এ বিষয়ে সহীহ গ্রন্থে প্রসিদ্ধ অনেক হাদিস বিদ্যমান। তার মধ্যে পূর্বোক্ত পরিচ্ছেদে আবৃ হুরাইরা কর্তৃক বর্ণিত

[୧୬୨୧ନଂ] ହାଦିସଟି ଅନ୍ୟତମ ।

୧/୧୬୨୩ । ଇବନେ ମାସଉଦ ରାଦିୟାନ୍ନାହ୍ ଆନହ୍ ହତେ ବର୍ଣ୍ଣିତ, ତିନି ବଲେନ, 'ରାସୁଲୁନ୍ନାହ୍ ସାନ୍ନାନ୍ନାହ୍ ଆଲାଇହି ଓୟାସାନ୍ନାମ୍ ସୁଦଖୋର ଓ ସୂଦଦାତାକେ ଅଭିଶାପ କରେଛେନ ।' (ମୁସଲିମ) [1]

ତିରମିଯୀ ଓ ଅନ୍ୟାନ୍ୟ ଗ୍ରହିତ୍ୱରଗଣ ଏ ଶବ୍ଦଗୁଲି ବର୍ଧିତ ଆକାରେ ବର୍ଣ୍ଣିତ କରେଛେନ, 'ଏବଂ ସୂଦେର ସାକ୍ଷୀଦୟ ଓ ସୂଦେର ଲେଖକକେ [ଅଭିଶାପ କରେଛେନ ।]'

English

(287) Chapter: Prohibition of taking Ar-Riba (The Usury)

Allah, the Exalted, says:

"Those who eat Ar-Riba (the usury) will not stand (on the Day of Resurrection) except like the standing of a person beaten by Shaitan (Satan) leading him to insanity. That is because they say: `Trading is only like ArRiba, whereas Allah has permitted trading and forbidden Ar-Riba. So whosoever receives an admonition from his Rubb and stops eating Ar-Riba, shall not be punished for the past; his case is for Allah (to judge); but whoever returns (to Ar-Riba), such are the dwellers of the Fire - they will abide therein. Allah will destroy Ar-Riba and will give increase for Sadaqat (deeds of charity, alms). And Allah likes not the disbelievers, sinners. Truly, those who believe, and do deeds of righteousness, and perform As-Salat (IqamatAs-Salat), and give Zakat, they will have their reward with their Rubb. On them shall be no fear, nor shall they grieve. O you who believe! Be afraid of Allah and give up what remains (due to you) from Ar-Riba (from now onward).'" (2:275-279)

Ahadith on the subject are many, including Hadith No. 1615.

‘Abdullah bin Mas`ud (May Allah be pleased with him) reported: The Messenger of Allah (ﷺ) cursed the one who accepts Ar-Riba (the usury) and the one who pays it.

[Muslim].

The narration in At-Tirmidhi adds: And the one who records it, and the two

persons who stand witness to it.

Commentary: Both the parties, that is the one who charges interest and the one who pays it, are equally guilty in the matter of usury (or Riba). This Hadith highlights the intensity of unlawfulness of Ar-Riba, or what has come to be called nowadays interest which can be judged from the fact that not only the person who charges it and the one who pays it are cursed but even those who write the documents and bear witness to the transaction are condemned although the latter two have no active part in the deal.

They have been condemned for their mere co-operation in the matter of interest. Thus, we learn that even co-operation in the deal in which interest is involved is an invitation to the Curse and Wrath of Allah. The reason for such severity in the matter of interest is that Islam wants to create a society which is founded on fraternity, sympathy, selflessness and sacrifice. If someone is in need of money, the rich should fulfill his needs for the sake of Allah's Pleasure or give him a loan without interest. As against the Islamic system, this system of interest is based on selfishness, exploitation and suppression. In the interest-ridden societies, the affluent ones are not inclined to co-operate with the needy for the sake of Allah. All they are concerned with is their own interest. Their lust and greed are not reduced in the slightest measure even after draining the last drop of the blood of the poor. This is the reason why Shari`ah has forbidden interest of every kind and regarded it unlawful,

no matter whether the loan is for the personal need or commercial requirements.

Some people say that there did not exist any practice of commercial loan in Arabia at that time and people used to borrow money for their personal needs only. On the basis of this plea, they say that the interest which has been forbidden by Islam relates to the latter form. For this reason, they hold that interest lawful which is charged on loan taken for industry and commerce. They contend that since the borrowers in industrial and commercial sectors make huge profits from such loans, how does it become unlawful if they pay the lender a small fixed annual amount against it? In their opinion, it is a right of the lender which should be paid to him on his wealth. But such arguments are totally wrong for two major reasons:

First, the assumption that there was no practice of commercial loans in Arabia is altogether baseless. Commercial loan was certainly in vogue in the Arab society and there is no point in debating this fact.

Second, nobody can say with certainty that the amount invested by a person in business will yield profit without fail because we see it every day that sometimes huge investments made in business and industry result in colossal loss, but the lending agency does not bother about it at all and it recovers from the borrower every penny of his loan and interest. Is this not the height of tyranny and selfishness? If it is supposed that there is no loss, even then the interest on loan substantially contributes to the increase in prices of goods. Whatever interest an industrialist pays on loan is added to the cost of his goods, which ultimately increases their prices and in turn adversely affects the purchasing capacity of the customers - the masses. This is the reason why Islam has closed this largest source of exploitation, suppression and tyranny by declaring every kind of interest unlawful. It is very sad indeed that in emulating the western societies, Muslims have also founded their economy on the system of interest. The westernized rulers of the Muslim countries are not making any effort to emancipate their countries from this curse, nor do the people of these countries now have any passion to save themselves from it.

In fact, a large majority of them borrow and lend money on interest through the bank without any regard to the Islamic injunctions in this respect. Given below are some points for the consideration of those Muslims who want to protect their Faith and religion and save themselves from the curse of interest.

The word used for interest in the Qur'an is Ar-Riba which means excess. In Shari`ah, it is the measure of excess in one thing when two things are exchanged in some bargain; or in the case of a loan, an increased amount of the loan at the time of its payment. Ar-Riba is of two kinds:

First, Riba Al-Fadl: To take more in exchange of one commodity in the event of barter of two similar commodities.

Second, Riba An-Nasi'ah: To take a larger return of one thing while two identical things are bartered. But in this case the larger return is effected after a fixed period of time. In Islamic jurisprudence, assets are of two types. One type is of commodities and the other is of the mode of price for exchanging commodities called Thaman. Then every type has a class of varieties. For example, food grains are a type of assets and rice, wheat, etc., are its varieties. Similarly, silver, gold, etc., are varieties of the second type of assets. Coins, currency notes, company shares, etc., can also be considered varieties of this type in contemporary life.

This Hadith has injunctions in respect of both types of assets. Six things mentioned in the Hadith are gold, silver, wheat, barley, dates and salt. Some religious scholars have restricted the matters relating to interest to these six

things only and do not regard increase or decrease in other things as usury, while going by analogy the majority of scholars and jurists have included other things also in this list. (For instance, all the food grains whether they are calculated in terms of weight or measure, or which have - like gold and silver - the quality of being Thaman, or according to some scholars and jurists which are capable of being stored).

Thus, to sum up, these two types of assets have four varieties:

1. Commodities which are sold by weight.
2. Commodities which are sold by measure.
3. Commodities which can be stored.
4. Commodities which are used as Thaman in sale and purchase.

In all such matters the position of interest-bearing and interest-free things would be as under:

1. When commodities to be exchanged are of the same 'type' and 'variety,' any increase or decrease in them will be unlawful, as will be their sale on credit; for example, exchange of wheat with wheat and rice with rice. It is essential that these things are equal in measure and/or weight, and are in actual possession.
2. If two things to be exchanged are of the same 'type' but of a different 'variety,' any increase or decrease in them is permissible. Their sale on credit is, however, not lawful. For instance, the exchange of one kilogram of silver with two grams of gold, or the barter of one kilo barley with half a kilo wheat, or the exchange of one dinar with four riyals. If such a bargain is on cash basis it will be fair, but any credit in this case is not correct.
3. When the two things to be exchanged are not of the same 'type' and are also different in 'variety,' then any increase or decrease in them is permissible and their sale on credit is also allowed. For example, exchange of one kilogramme of wheat with a gram of gold, bargain of one kilogramme of dates with ten Tola (about 116 grams) silver. Any increase or decrease in them is permissible, as is their sale on credit

ফুটনোট

[1] মুসলিম ১৫৯৭, তিরমিয়ী ১২০৬, নাসায়ী ৩৪১৬, আবু দাউদ ৩৩৩৩, ইবনু মাজাহ ২২৭৭, আহমাদ ৩৭১৭, ৩৭২৯, ৩৭৯৯, ৩৮৭১, ৮০৭৯, ৮২৭১, ৮৩১৫, ৮৮১৮, দারেমী ২৫৩৫

হাদিসের মান: সহিহ (Sahih) পুনঃনিরীক্ষিত

পাবলিশারঃ তাওহীদ পাবলিকেশন □ বর্ণনাকারীঃ আবদুল্লাহ ইব্ন মাসউদ (রাঃ)

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