

Wadi'a (Amanat)

Deposit, Custody, Trust

Issue No. 1- Wadi'a means that one deposits his property with another person for protecting and guarding it in trust. When this is uttered or without uttering a word by a simple conduct the depositor makes the receiver understand that the property is deposited with him in trust for guarding it, and he also takes it with the same intention, then they must follow the rules of Wadi'a.

Issue No. 2- Treachery in Amanat is haraam and it is one of the major sins, and if a person accepts something in trust, he should not fail in guarding it and whenever the owner of the deposited thing demands it, he should return it to him, whether the owner is Muslim or not.

Issue No. 3- Both the trustee and the depositor should be Baligh and sane. Therefore, if a non-Baligh child or an insane deposits some property with someone, their action will not be in order. Similarly, one cannot deposit some property with a non-Baligh child or an insane. However, a discerning child can accept a Wadi'a (deposit) with the permission of his parent/guardian.

Issue No. 4- A person who is not in a position to take care of an Amanat (a deposit), he should not accept it. However, if the owner of that property is in a less position than him in taking care of it and if there is no other person available who can look after it better, then, there is no objection in accepting it.

Issue No. 5- If a person tells the owner of the property that he is not prepared to look after his property, and does not accept it, yet the owner leaves it there and goes away, and then the property perishes, the person who has declined to accept the deposit will not be responsible for it. However, it is better, if it is possible for him to look after it.

Issue No. 6- A person who gives something to another person as a deposit, can abrogate the arrangement when he likes, and similarly, one who accepts the deposit can do the same when he likes.

Issue No. 7- If a person renounces the custody of the property deposited with him and abrogates the arrangement, he should deliver the property to its owner or to the agent or guardian of its owner, as quickly as possible, or inform them that they should collect their property. And if he does not deliver the property to them and also does not inform them, without any justifiable excuse, and if the property perishes, he should give its substitute.

Issue No. 8- If a person who accepts a deposit has not been negligent in looking after it, and then the property unexpectedly perishes, he will not be responsible for it.

Issue No. 9- If the owner of a property dies, the trustee should deliver the deposit to his heirs, or inform them to collect it. And if he fails to do so, he is responsible. However, if he does not deliver the property in order to investigate whether the claimants are the right heirs or not, or whether there are other heirs besides them; then, while doing so, if the property perishes, he will not be responsible.

Issue No. 10- If the owner of the deposit dies, , the trustee of the deposit should give the property to all the heirs, or to the person who has been authorized by all of them to receive the property. Hence, if he gives the entire property to one heir without the consent of others, he will be responsible for the shares of the remaining heirs.

Issue No. 11- If the trustee of a deposit dies, his heir should inform the depositor of the property as soon as possible, or deliver it to him.

Issue No. 12- If a person with whom a property has been deposited, observes in himself the signs of approaching death, he should, if possible, deliver the deposit entrusted to him to its owner, or his agent, and if it is not possible, he should make a Will about it, attested by witness, and give the name of the owner of the property, describing fully the nature and the particulars of the deposit.
