

# shirkat

## Partnership

**Issue No. 1-** If two properties are mixed in a way that cannot be distinguished from each other, and separating them from each other is not possible, partnership is gained in that property, whether this is done intentionally or not. Also, if they pronounce a formula declaring partnership, in any language, or express their intention of becoming each other's partner practically, the partnership will be valid for the properties they have pronounced formula, and it will not be necessary to mix the two properties.

**Issue No. 2-** The persons who become partners under the rules of partnership, must be Baligh and sane, and should have intention and free volition for becoming partner. They should also be able to exercise discretion over their properties, like, a feeble-minded person who has no right of disposal over his property and spends his wealth impudently.

**Issue No. 3-** There is no harm if a condition is laid down in an agreement of partnership, that the partner who manages or works should get larger share of the profits. However, if it is agreed that the entire profit will be appropriated by one person, it will not be in order.

**Issue No. 4-** Partners will get profit and loss in proportion to their capital, unless, a special condition has been mentioned in the agreement of the partnership. Therefore, the one whose capital is twice as much as the others, his share of the profit or loss will also be twice as much as the others.

However, if they agree that their share of benefit or loss would be equal, there is no harm in it.

**Issue No. 5-** The person who has been given the right of discretion over the capital of the partnership for concluding transactions, should act precisely according to the agreement and the conditions. For example, if it is agreed that he will not sell on credit, he should act according to the agreement. However, if no such agreement is made with him, he should conclude transactions in the usual manner.

**Issue No. 6-** If the person who transacts business with the capital of the partnership, buys and sells contrary to the agreement made with him, and results in a loss, will be responsible, even if no particular agreement has been made with him, and he acts in a manner which is not normal, he will still be responsible.

**Issue No. 7-** If the person who trades with the capital of the partnership, does not go beyond the bounds of his authority, nor is he negligent in looking after the capital, yet unexpectedly the entire capital or a part of it perishes, he is not responsible.

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## **Ju'ala**

**Issue No. 1-** Ju'ala means that a person promises that if another one completes a particular work for him, he will give him a specified amount for it. For example, he declares that if anyone recovers his lost property, he will give him \$50.00. One who makes such a declaration is called **Ja'il**, and the

person who carries out that work is called '**Amil**'. The difference between Ju'ala and **Ijara** (hire) is that, in the case of "hire" the hired person is bound to do the job after agreement, and the hirer becomes indebted to the hired person for his wages, whereas in the case of Ju'ala, the person who agrees to do the job is at liberty to abandon it if he so wishes; and until he completes the job assigned, the person who declared the reward or payment does not become indebted to him.

**Issue No. 2-** Ja'il should be Baligh and sane, and should have made the Ju'ala with his free will and intention, and should have, religiously speaking, the right of disposal and discretion over his property.

**Issue No. 3-** The task for which the declaration is made by the employer should not be haraam, and it should not be useless.

**Issue No. 4-** If Ja'il does not fix a specified wages for a task and says, "Whoever finds my lost property, I will give him some money or a reward", this is not Ju'ala, but if a person does that task, he should be paid according to what is customarily paid for such tasks.

**Issue No. 5-** Ja'il and 'Amil can cancel the Ju'ala agreement before the the work starts. They can also cancel it after the work starts, but if Ja'il cancels it, he should give the 'Amil wages for the amount of work he has done.

**Issue No. 6-** As we said earlier 'Amil can leave the task incomplete. However, if his failure to complete the task causes harm to the person who appointed him (Ja'il), he

should complete it, and if he does not do so, he is responsible. For example, if a person tells the surgeon, “If you operate my eye, I will give you so much money”, and he starts the operation. If by not completing the operation, the eye will become defective, he has no claim, whatsoever, over the person who employed him, and he will also be responsible for the loss and the damage.

**Issue No. 7-** If ‘Amil leaves a job, which is of no use till it is complete, incomplete, for instance, he goes after the lost property for some time and then quits it, he has no claim.

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