

Banks and free interest loan

Issue No. 1- People's short term and long term deposits with banks and the interest which is given to them by the banks, will be halal provided that it has been in accordance with the Islamic criterions and through Islamic contracts and agreements, like, Muzaribah, Muzaria' and Musaqat etc.

Issue No. 2- What people get from banks as Qarz ul-Hassaneh (free interest loan) etc. and repay an addition to it, it will be halal if the transaction has taken place in an Islamic way and has no usury side to it.

Issue No. 3- If a person knows that there are both halal and haram money in the bank, but does not know whether the money he takes from the bank is from haraam or halal, there is no harm in taking it.

Issue No. 4- There is no harm in receiving interest from foreign and non-Muslim banks.

Issue No. 5- There is no objection in bank or commercial drafts when a bank or a merchant takes some money from someone in a place and orders the bank or his agent in another place to pay him and he gets wages for the transfer of the money from the owner of the money. This transaction is halal, whether the commission for the transfer is deducted from the transferred money or takes it separately from him. Similarly, if a bank or another institution gives some money to a person and orders that this person would pay the money to the branch of the bank or to a particular person in another

place, and if the bank or the institution charges some as commission for this transfer, there is no harm in it.

Issue No. 6- What the Qarz ul-Hassaneh (free interest loan) Funds usually get as commission and wages for the services they render, like, maintaining the accounts of installments, etc., there is no harm in it. However, this amount should be appropriate with the services and expenses of the bank.

Issue No. 7- Some of the Qarz ul-Hassaneh Funds use some of their capitals in commercial or producing affairs so that they can supply some of their expenses or the loss of their loans in this way. This is permissible provided that the owners of the money have been informed and have given their consents in this respect, and also the accrued income is used only for the expenses of the bank.

Promissory Note

Issue No. 8- A promissory note is not money, but a document indicating one's debt and it is of two kinds:

- 1- The real promissory note that a debtor gives to the creditor against his debt.
2. The Superficial promissory note that a person gives to another person, without having any debts against it.

Issue No. 9- If a person exchanges "The real promissory note" for an amount less than that, there is no harm in this sort of transaction of promissory note.

Key Money Transactions

Issue No. 10- Key money is the right of priority that a tenant gets on the property against the money that he pays to the landlord at the beginning, and against that the tenant who has paid key money in renting that property has the priority over others. Key money with the fulfillment of the following conditions is in order:

The amount of key money should be known, and the parties involved should perform the transaction on their own volition and accord. They should be Baligh, sane and mature, and they should know the meaning of key money and its necessities.

Issue No. 11- The tenant who has paid the key money, has the right to hand over the key money of that property to someone else whether with a same price or more than that.

Issue No. 12- If the period of the lease of a property on which key money has been paid expires, the landlord is bound to lease it out to the same tenant or to anyone that he agrees, and the rent should be fixed with a fair value of the day with the view of a trustworthy expert.

Issue No. 13- If a person takes a property on lease by giving key money to its owner for a certain period, he can lease it out to someone else during his tenancy with the same amount of rent, if the landlord agrees, but he can get whatever amount of key money they agree with each other.

Insurance

Issue No. 14- Insurance is an agreement between the insurer and a company or a person, and based on the agreement the insurer accepts to compensate the incurred damages to a person or to a property against the money that that company or the insurer has received.

Issue No. 15- The two parties involved in the insurance should be Baligh and sane, and the insurance agreement should be done on their volition and free will, and none of them should be feeble-minded and in addition to this, they should specify all the specifications of the insurance agreement, included are:

- 1- The specification of the insured that, for example, it is a particular vehicle or building or person.
- 2- The specification of the parties involved in the agreement.
- 3- The specification of the installments and the amount to be paid.
- 4- The specification of the period of the insurance.
- 5- The specification of dangers that causes damage, like fire, bombing, drowning, theft, death, or disease or any other dangers.
- 6- The specification of the value of the insured and the money which should be paid in case of damage or perish.

Issue No. 16- The formula for the agreement of insurance can be pronounced in any language, or the agreement can be written down and signed.

Fertilization

Issue No. 17- It is permissible to transfer a husband's sperm into the womb of his wife by means of injection or any other similar means. However, preparations for this act should be halal.

Issue No. 18- If the sperm of a man is inserted into his wife's womb, the baby born is legitimate and belongs to that man and his wife, and will benefit from all the rules of one's child, such as inheritance, subsistence, etc.

Issue No. 19- It is not permissible to insert the sperm of other than the husband's into the womb of a woman

Dissection of a Body and Transplanting Parts

Issue No. 20- Dissecting the dead body of a Muslim for medical purposes is permissible upon the fulfillment of the following conditions:

1- The purpose should be learning and completion of medical information for saving the lives of Muslims, without which this purpose cannot be fulfilled.

2- There would not be access to the dead body of a non-Muslim.

3- In doing this, one should be contented to what is necessary and urgent, and it is not permissible to exceed more than that.

Issue No. 21- It is permissible to transplant the parts of a body, whether it is removed from the body of an alive or a dead person, or from a Muslim or non-Muslim. However, if amputating a part from a dead Muslim for transplanting it to another body is the only way of keeping a Muslim alive, then, it is permissible. It is also the same if protecting an important part, like an eye, depends on the amputating and grafting it.

Issue No. 22- In any case, the amputator of the part of a dead Muslim should pay the Diya for the amputated part in accordance with what has been explained in the detailed books of Jurisprudence.

Issue No. 23- If a person gives permission in his/her life time that the parts of his/her body could be removed after his/her death for transplanting to others, or his/her guardians give permission after his/her death, the ruling of Diya remains the same and are not changed.

Issue No. 24- It is permissible to amputate a part of the body of an alive person and graft it to another person, like what is in common practice that one of the two kidneys of an alive person is removed and is grafted to a person's body whose both two kidneys are spoiled, provided that it is with the consent of the donor and at the same time his own life is not endangered.

Issue No. 25- Transfusion of blood from a person to another one for treatment of decease or operation or saving the life of someone is permissible, whether it is the blood of a Muslim or an infidel, a man or a woman.
