

## **142170 - Dealing with the Waseetuka website for buying goods from websites**

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### **the question**

The Waseetuka website buys from international websites such as eBay: after the customer has specified the item and the website, the Waseetuka website pays the costs of the item, including the price of the item, shipping, customs duties and insurance, if applicable, as well as a fee to the website. After an agreement is reached, the customer transfers the money to the Waseetuka website, then the website buys the item and ships it. What is the ruling on that?.

### **Detailed answer**

There is nothing wrong with dealing with the Waseetuka website to buy goods from international sites in return for a fee paid to the website, regardless of whether the fee is a set amount or a percentage of the price, because it comes under the heading of delegating someone to act as a hired agent, and that is permissible, so long as the goods in question are permissible and the transaction is permissible. It is not permissible — for example — to buy gold and silver through this intermediary if the hand-to-hand exchange is not achieved.

As the intermediary in this case is responsible for shipping the product to the customer, there is no doubt that he is liable for the item if it is destroyed or ruined, because he is a hired agent, and many of the scholars are of the view that the hired agent is liable. See *al-Mawsoo'ah al-Fiqhiyyah*, 32/294.

From referring to the website mentioned, it is clear that that the website is committed to compensating the customer in the event that

the seller turns out to be one of the thieves of the Internet (i.e., a scam artist), and this is also permissible.

It says in Fath al-Qadeer (7/183): “It is permissible to connect liability to certain conditions, such as saying: Whatever you sell to So and so, I will guarantee him,” because what is meant is: I will bear the consequences of this sale, so I am liable.

With regard to conditional liability, what is meant by that is a guarantee to the purchaser that he will get his money back if it becomes apparent that the item sold is stolen – for example – or it is a guarantee to the seller that the price (for the item) will be paid in the event that the purchaser refuses to pay it... And so on.

It says in Manaar al-Sabeel (1/360): Conditional liability guaranteeing the price of the item paid for is valid, because there is a need for that, such as guaranteeing the money if it becomes apparent that the seller is not the owner of the item, or guaranteeing the price before the seller hands the item over. Among those who regarded conditional liability as permissible in general are: Abu Haneefah, Maalik and al-Shaafa’i; it was also mentioned in al-Sharh. End quote.

See al-Sharh al-Kabeer, 5/84.

To sum up: we do not see any reason to prevent dealing with the Waseetuka website for purchasing that which it is permissible to purchase via the Internet.

For more information please see the answer the question no.

[34325](#) and

[72210](#).

And Allah knows best.