

## **230184 - What is the ruling on charging fees in return for transferring credit on a mobile phone to someone else?**

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### **the question**

What is the ruling on transferring a credit of five dollars (\$5) to someone else, on the basis that this is a loan, provided that the other person pay back the credit that was transferred to him, with an additional dollar (\$1) as a fee?

### **Detailed answer**

In the answer to question no. [220237](#), we explained that the credit on a phone card represents the benefit or usage that he bought from the company.

Hence transferring the credit on the phone card to someone else may be done in two ways:

The first way:

is done by way of selling it. In this case, there is nothing wrong with the one who has credit on his phone selling it to someone else, for the same value, or less or more, because that comes under the heading of “selling benefit or usage”; it does not come under the heading of selling currency for the same kind of currency, such that it must be stipulated that the amounts be equal.

The Permanent Committee was asked about selling prepaid phone cards for more than their face value.

The answer was: There is nothing wrong with buying and selling this type of phone card, because in fact it is selling a benefit or usage that is permissible.

End quote from Fataawa al-Lajnah ad-Daa’imah (11/46).

See also the answers to questions no. [103185](#) and [132581](#).

The second way:

is when this transfer is done by way of a loan.

With regard to the permissibility of that, there is a difference of opinion, based on the scholarly difference of opinion concerning the ruling on lending benefit or usage of a thing. What is most likely to be the case is that there is nothing wrong with that.

Shaykh al-Islam Ibn Taymiyah said:

It is permissible to lend benefit or usage of things, such as if one man goes and helps another with harvesting one day, then the other man comes and helps him on another day, or he lets him make use of a house he owns, so that the other will let him make use of a house that he (the other man) owns in return.

End quote from al-Fataawa al-Kubra (5/394).

In this case, it is not permissible for the owner of the credit to stipulate that the borrower should pay back something in addition to the credit that was transferred to him; rather he must pay back the same amount as the credit that he took from him, because any loan that brings a benefit is riba (usury).

Ibn Qudaamah (may Allah have mercy on him) said: Any loan in which it is stipulated that something extra be paid back is haraam; there is no difference of scholarly opinion concerning that.

End quote from al-Mughni (6/436).

But it is permissible, when paying back the loan, to agree to give some cash in return for having benefitted from that credit, and this comes under the heading of repaying the loan with something of a different nature. In this case it is stipulated that the money paid should be equal to the value of the credit on the phone card on the day of payment.

See also the answer to question no. [99642](#).

These two transactions (selling and lending) are similar in form, but the difference between them is defined according to the intention of the two parties: is their intention to sell or to

lend?

Conclusion:

It is permissible to sell the credit [on the phone card] for cash of greater value, but in the case of a loan, what must be paid back is the same value as the value of the original credit.

And Allah knows best.