

**How to Cite This Article:** Zamin, M., Jan, M., Begum, M., Ali, R. N., & Qasim, M. (2023). Consumers' Protection Under Murabahah Sale Contract. *Journal of Social Sciences Review*, 3(2), 807–816.  
<https://doi.org/10.54183/jssr.v3i2.302>



## Consumers' Protection Under Murabahah Sale Contract

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**Vol. 3, No. 2** (Spring 2023)

**Pages:** 807 – 816

**ISSN (Print):** 2789–441X

**ISSN (Online):** 2789–4428

### Key Words

Murabahah, Musawamah, Mark-up, Cost, Islamic Banking, Contract, Financing

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**Abstract:** Murabahah is one of the contracts of sale of goods by a person to another under an agreement whereby the seller obliges himself to disclose to the buyer the cost of goods sold to the buyer, whether that is on a cash basis or deferred payment. The seller has to disclose to the buyer the margin of profit included in the sale price of goods agreed to be sold. It is a cost-plus markup sale, which is the ideal sale contract under Islamic Law. The basic theme of this research paper is to highlight the significance of the contract of Murabahah as a simple contract for the protection of consumers and not as a model of financing, which is prevalent in today's Islamic banks. It aims to highlight its role in different types of sale contracts and its application to the sale of some major commodities. Both aspects of Murabahah, i.e., Murabahah as a simple sale contract for the protection of consumers and Murabahah financing, are discussed. The paper aims to explain how a simple Murabahah Contract protects the interest of consumers better than any other sale contract.

## Introduction

Sale and purchase are the essential needs of human life. It is a natural need of human beings. Without it, his needs cannot be fulfilled because every one of us in the world is dependent on one another in one way or another. Take the example of a farmer who farms by himself in order to meet his need for food, but for that, he is dependent on others for agricultural tools, different types of fertilizers and seeds, etc. Similarly, the agriculture tools manufacturers and fertilizer makers are dependent on the same farmer for their need of food. All these needs are fulfilled

through different types of sale and purchase contracts among people. If there were no chain of sale and purchase, the whole system of life would disrupt. Human life would suffer from anxiety and restlessness, and man would resort to theft and looting to obtain the necessities of life. It would endanger people's property, which would definitely lead to bloodshed. That is why Allah says in the Holy Quran.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ

*O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. (Quran: 4: 29)*

Islamic Law has given much emphasis on free and fair commercial activities, which is why it has given pretty much detail of different types of contracts. It has divided contracts into different types. These types are briefly discussed as under

### Classification of the Contract of Sale

The Arabic word for sale is *Bay* (بيع) which literally means exchange (*mubadalah*) and applies to both sale and purchase. Sale can be defined as an exchange of property for another or as the acquisition of ownership over a property in return for a consideration or compensation (*iwad*). (Saleem, 2012)

The contract of sale, which is known by the name *Bay* (بيع) in Islamic law, is an exchange of a useful and desirable thing for a similar thing by mutual consent and in a specific manner. (Kasani, n.d, p.133)

This definition is more comprehensive under Islamic law as compared to sales. Generally, there are many types of contracts of sale on the basis of their different characteristics. The one is on the basis of what is given as a price. This type includes a contract of *muqayeza*, a simple contract, and the contract of *sarf*. On the basis of payment of the price, it includes the direct sale, deferred payment sale, and *salam* contract. On the basis of the sale price, the contract of sale has four types which are *musawamah*, *murabaha*, *Tuliya*, and *wadiyah*. As the last classification is the theme of this research, it is discussed in detail.

**Musawamah:** This sale contract is known as a general kind of sale. In this contract, the price of a commodity to be sold is stipulated between the seller and buyer without having any reference to the price paid or cost incurred by the seller. So, it means that this sale contract is different from *Murabaha* in respect of the pricing formula. Unlike *Murabaha*, a seller in *Musawamah* is not

under any duty to disclose the cost of the commodity which he is going to sell. *Musawamah* can be an ideal mode of sale and purchase in a case in which the seller is not in a position to precisely ascertain the costs of a commodity that he is offering to sell. (State Bank of Pakistan, (SBP), 2005)

It means that in a contract of *Musawamah* a seller does not tell the original price of a commodity to the buyer but sells it to the buyer on a fixed price. The seller charges the buyer the original costs of the commodity along with his profit. In this contract, the buyer does not know the original price of the commodity which he buys.

Though the contract of *Musawamah* is an ideal mode of sale and purchase in cases where the seller cannot precisely ascertain the cost of a commodity that he is offering to sell yet, there are many cases in which the price can easily be ascertained in spite of it, the same contract of sale prevails. Due to this, sometimes a seller earns a huge amount of profit which, if the buyer knew, he would never let him earn. In this way, a huge amount of profit goes to the pockets of buyers. Thus, it leads to an unfair and unjustifiable profit from the pocket of the poor masses.

**Tuliya:** Selling something at its purchase price without profit is called “*Bay-e- Tuliya*” in jurisprudence. ( Dar al-Ifta Jamihat ul Uloom Islamia Karachi, 2021)

It is a contract in which the buyer earns nothing and sells the commodity at the same price at which he purchased that commodity. This type of sale generally occurs when there is the apprehension of lowering the price of a commodity. Similarly, sometimes a person buys a commodity not for profit but for some particular object, and when that object is achieved, he sells it at the same price at which he had bought it.

**Wadiah:** *Wadiah* is the selling of a commodity with a price less than the price with which one has bought a commodity. It also generally occurs when there is the apprehension of lowering the price of a commodity or the object from a commodity is fulfilled by a buyer.

**Murabahah:** *Murabaha*, which is the theme of this research paper, means the sale of goods by a seller to the buyer under an agreement under which the seller obliges himself to disclose to the buyer the cost of goods sold, whether on a cash basis or deferred payment and a margin of profit which he has included in the sale price of goods. (SBP, 2005)

*Murabahah* products can generally be described as a sale of an item at a disclosed profit margin. (Zakariyah, n.d)

Thus, it is that type of contract in which the seller tells the buyer the original price of a particular commodity and his profit. It is a Cost + plus Mark-up contract.

In this type of sale contract, a buyer knows the real price and the profit which is taken from him. Thus, he gets satisfaction from any fear of fraud by the buyer. That is why the jurists call it a "Trust-Based Contract." بيع الأمانة (Younus, n.d)

The contract of *Murabahah* is nothing more than a contract that is mentioned above. Generally, it has to do nothing with banks and financing. It is just a simple contract that protects customers from huge profits and fraud by sellers.

### Two Aspects of Murabaha

There are two aspects of *Murabahah*. The one is *Murabaha* as a mode of financing, and the other is *Murabaha* as a simple contract for the protection of consumers, which is an ideal contract for the protection of consumers. Both of these aspects are discussed as under.

### Murabaha for Financing

*Murabaha* financing has been discussed by different scholars in pretty much detail. They

have almost left no gap in this model. However, for the sake of comparison and its differentiation from simple *Murabaha*, it is briefly discussed as under.

When *murabaha* is used for financing, it is almost used for deferred payment. In this, a buyer is in need of something to buy, but he does not have a sufficient budget for it. Due to this, he knocks at the door of a bank or a financial institution. He requests the bank or financial institution to buy a commodity for him that he needs. The bank or financial institution buys that very commodity and sells it to the buyer with a fixed profit. Generally, the bank or financial institution gets a bit higher profit due to its deferred payment. Today, approximately 66 percent of Islamic Banking is based in *Murabaha*. (Ashraf, 2015, p.146) This mode has many characteristics and salient features, which are discussed as under.

### Characteristics of Murabaha Contract/ Salient Features of Murabaha Contract

1. *Murabaha* sale contract is not a loan that is given on interest. It is a sale of goods for deferred payment.
2. *Murabaha* can be used where a buyer needs funds to purchase commodities. It cannot be used for something already purchased.
3. The thing which is the subject of *Murabaha* must be in the actual or constructive possession of the seller.
4. The commodity must be bought from a third party and not from the client, i.e., buy back.
5. Once the price is fixed, it cannot be increased or decreased.
6. As mentioned above, it is a Cost-plus Mark-up sale contract meaning thereby that a seller clearly mentions the cost of the commodity and his profit/markup on the said commodity. (Usmani, 85)
7. The profit can either be in percentage or in a lump sum. For example, five percent of the price or commodity cost plus profit like cost is one thousand and profit two

hundred, making the whole price twelve hundred. (p.85)

8. The cost may include customs duties and transportation charges, but it cannot include the salary of employees and rent of the premises as these are recurring expenses. The profit claimed over the cost takes care of these expenses. (p.85)
9. *Murabaha* is a valid contract in those commodities in which cost can be ascertained. If the cost cannot be ascertained, there can be no contract for *Murabaha*. (p.85)

### Steps in *Murabaha* Contract

*Murabaha* Financing involves five steps to be completed. These are;

1. The client and the bank or the financial institution sign an agreement whereby the institution promises to sell a commodity to the client, and the client promises that he will buy it at an agreed rate of profit added to the cost.
2. After the above, an agency agreement is signed between the parties in which the bank or financial institution appoints the client as its agent to purchase the commodity on its behalf. However, the bank can buy the commodity and sell it to the buyer. If it happens, there is no need for this step.
3. The client goes to the market and purchases the said commodity on behalf of the institution.
4. After buying the commodity as an agent, the client informs the institution that he has purchased the said commodity. The client then makes an offer to the bank or financial institution to purchase it from the institution.
5. The bank or financial institution accepts the offer made by the client, and thus, the sale is concluded whereby ownership, along with the attached risk, is transferred to the client.
6. (Ashraf,2015, p.149)

All of the above elements are necessary to conclude a valid *Murabaha*.

As mentioned above, if the bank or Financial Institution does not involve the client and directly purchases the commodity from the Supplier or they already possess it, there is no need for any agency agreement. The most essential element of the transaction is that the commodity must remain at risk of the bank or financial institution during the period between the third and the fifth stage. The above steps or transactions are the only way by which it is distinguished from an ordinary interest-based transaction. (p.149)

### *Murabaha* as a Simple and Ideal Contract for the Protection of Consumers

The above were the salient features and steps through which a *Murabaha* contract for financing is made. However, as mentioned above, *Murabaha* is, in fact, a term of Islamic Law that refers to a particular kind of sale in which a seller agrees with his purchaser to provide him a specific commodity on a certain profit added to its cost. In its real sense, it has to do nothing with banking or financing (Usmani. M, 65. n.d)

In its original Islamic connotation, it is simply a sale. The only feature which distinguishes it from other types of sale is that the seller expressly tells the purchaser how much cost he has incurred and how much profit he is going to charge in addition to the cost. (P.65)

The payment may be on the spot or deferred to a fixed future date. Thus, it is not necessary for a *Murabahah* Contract that the payment must be deferred as it is generally believed by some people who are not acquainted with the Islamic Jurisprudence and have heard about *Murabahah* only in relation to the banking transaction. (P.65) People generally believe that it is a deferred payment contract because it has been introduced by banks and financial institutions. However, the true spirit of the contract of *Murabaha* is somewhat different. When it is enforced in its true spirit, it can save people from unfair and



unreasonable profit. It can confine the seller to earn a reasonable and fair profit for their commodities.

It is just a simple contract of sale that can help people from being defrauded and unreasonable profit and not an ideal mode of financing. The ideal modes of financing are *Mutharika* and *Mudarabah*; however, currently, there are certain practical difficulties in using them in some areas of financing. That's why contemporary Shariah experts have allowed the use of *Murabaha* on a deferred payment basis as a mode of financing. (P.72)

*Murabahah*, as a mode of financing, is not an ideal instrument to carry out the real economic objectives of Islam. As a model of financing, it is only a device to escape from interest; therefore, it should be used as a transitory step that is taken in the process of the Islamization of the economy. Its use should be restricted in cases where *Musharaka* and *Mudarabah* are not practicable. (P.72)

When *Murabaha* is looked upon today, more than half of Islamic banking is based on *Murabaha* financing. The thing which ought to be used as a transitory step has occupied more than half of Islamic banking. Today in Islamic Banking, about 66 percent of transactions all over the world are through *Murabaha* financing. (Ashraf, 2015)

*Murabaha* financing is not an ideal mode of financing under Islamic law. It is just a transitory step to avoid interest-based transactions. Nevertheless, the said contract is criticized, and its different elements are said to be against Islamic Shariah, but it is not the theme of this research paper.

### **Simple *Murabaha* is the Ideal form of the sale contract for the Protection of Consumers.**

The ideal form of *Murabaha* is its usage as a simple sale contract and not its usage for financing. It is an ideal mode that has the potential to save consumers from unfair and

unreasonable profit. However, today it is used for such a purpose that it was never made for. Its real purpose has never been acted upon.

The purpose of the *Murabaha* contract is to protect a buyer from being defrauded by a seller. A buyer always fears an unfair profit from a buyer. When he knows the real cost of a commodity, he gets satisfied as he knows that he will not be defrauded. (Younus, n.d)

Take the example of a laptop. A buyer goes to a laptop market to buy a laptop. When he asks the retailer its price, he tells him one lak rupees as its price. The customer buys the laptop, thinking that it is a reasonable price. However, the actual price of the laptop is sixty thousand. The retailer made a huge profit of forty thousand from a single laptop. Now if the buyer knew the real price, he would never buy that laptop giving such a huge profit to the seller. The reason here is the use of *Musawamah* contract and not of *Murabaha*. If there were a sale of *Murabaha*, the buyer would not have taken such a huge amount as a profit.

This is the true spirit of *Murabaha* which has never been acted upon. Today almost all of the contract of sale is made through *Musawamah*, and it is unknown to a buyer how much profit goes into the pocket of a seller. As mentioned above, there are some commodities in which it is not possible for a state to fix its cost; nevertheless, there are many commodities in which the contract of *murabaha* can easily be adopted. Now this is the state's responsibility to adopt this model for different main items.

### **Controller General of Pakistan and Rate Fixation**

The state sometimes fixes the number of different commodities which cannot be sold above a fixed price. There are laws for it, like price control laws. There is also an institution with the name of Controller General of Pakistan, which controls the price of different commodities. In the provincial set up, the district administration controls the price and quality of different commodities. However, there are only 37 commodities with the title "Essential

Commodities” whose prices are to be controlled by a controller general appointed by the federal government. (Price Control and Prevention of Profiting and Hoarding Act, 1977)

Furthermore, the Ministry of Health has issued and generally issues notifications from time to time in which it fixes the maximum retail price of different drugs. (GOP Notification February 14, 2002)

A similar notification was issued by the Government of Pakistan Ministry of National Health Services, Regulations and Coordination (Drug Regulatory Authority of Pakistan) on 28 October 2013, in which it fixed the maximum retail price of different drugs. (GOP, Regulations and Coordination Notification, 2013)

However, it has not mentioned any cost of a drug which has incurred by the dealer or manufacturer. When the majority of the medicine is looked upon, the price of the pack is more than triple. By this, the drug manufacturers earn a huge amount of profit which, if a buyer knew, he would never allow him to earn.

Now there are two problems. The first problem is that the number of these commodities is very less in number. There are hundreds and thousands of commodities that need to be controlled. Secondly, it has been declared that a commodity may not be sold above a fixed price. It has said nothing about the fact that a dealer or a manufacturer has to tell the original price of a commodity and his profit. There is not a single section regarding the cost of a commodity.

This upends the supply and demand equilibrium and seldom protects consumers. There is always a fluctuation in the market. Sometimes a commodity price is less than the price fixed by the controller general. Similarly, sometimes the prices are so high that if a seller sells a commodity at a price fixed by the controller general, it will lead to a huge loss for the seller. That is why there is hoarding at the market. Thus, the negative implications of price controls far exceed the benefits to consumers.

Such kneejerk actions mostly result in shortages and consequently raised prices owing to the sudden increase in demand, as has been experienced multiple times in the case of sugar and wheat flour crises in the recent past. (Jamal, 2021)

The price control provides incentives for hoarding, black-marketing, production cuts, etc., forcing many consumers to pay a lot more than what they would have to pay for a product if the price controls were not in place. The regulation of drug prices, for example, has invariably resulted in the disappearance of cheap life-saving medicines from the market. More importantly, the prices rise more rapidly once the controls are lifted as hidden inflation surfaces suddenly, subjecting the consumers to greater economic pain after a short-lived, temporary relief. It goes without saying that price controls also regulate the consumption patterns in an economy, making investment decisions difficult. (Jamal, 2021)

Take the example of today's price chart issued by Deputy Commissioner Peshawar. According to the chart, the price of Tomato was fixed to be sixty rupees per kg, but it was being sold for fifty rupees. The price of Pomegranate was fixed to be two hundred and eighty rupees per kg, but it was being sold for two hundred fifty to sixty rupees. Similarly, many things were observed in which the price was less than the government chart price. On the other hand, the chicken was being sold at a price above the fixed rate fixed by District Administration. It means that the shopkeepers had bought these things at either low or a high price than the price fixed by the district administration. It is the need of the day for the administration to supervise fruit and vegetable centers themselves, and when the bed is made in their presence, they should fix the price taking into account the real price, transportation charges, and the wages and profit of the vendors. The administration must mention the real price and the price with profit on each pack of the commodity in the price chart, and if

there is no such pack like vegetables, etc., it should ensure price chart fixation on each shop. It will become very easy for the buyer to know the real price and the profit which is taken from them by the vendors. By this, there will be two-fold checks on the shopkeepers and vendors one from the customers and one from the administration. It is due to the fact that now it has become a *Mudarabah* Model, which saves customers from being defrauded.

### Government duty bound to take steps

As mentioned above, there are many commodities whose costs can easily be determined. Like Wheat, Rice, Sugar, and Eating Oil. Milk, Salt, Juices, Drugs and Medicine, Cloth, Soap, Tooth Brush, Tooth Paste, Papers, Shoes, Shoe Polish, Text Books, Fertilizer, Cement, Bricks, Electric Lights, and different types of bakeries.

These commodities are part of the Price Control Act of 1940. (Price control act 1940) The Act points out that these commodities, with some others, cannot be sold above a particular price. As mentioned above that there are many problems with this fixation. Sometimes a commodity price is less than the price fixed by Controller General. Similarly, sometimes the price is so high that if a seller sells at the Controller General's fixed price, it leads to a huge loss to him which leads to hoarding at the market.

It is advisable that the same Controller General should be entrusted the same power to enquire from industries and manufacturers about their cost in making a particular commodity. When the price is determined, they should be directed that the markup should not be above a particular margin/percentage. The manufacturers must be held bound to paste the cost and the Mark-up on each commodity. In this way, the buyer will know the cost and the mark-up. It will lead to fair and reasonable dealing between a seller and buyer. Thus, a fair market will prevail. It will protect a buyer from being

defrauded by a seller. Similarly, it will lead to a reasonable profit from buyers.

As discussed, when Controller General is active, then the prices are controlled up to some extent, but when it lifts its hand, the prices get high. The majority of the consumers do not know the controlled price as fixed by the Controller General. Thus, it leads to high prices and manipulation of the market. Now if the prices, along with their cost, are pasted on the pack of a commodity, it will be easy for consumers to know the cost and markup by sellers. It will be easy for a consumer to report a seller who sells at a price more than what is written on its pack. Thus, the rights of consumers will be protected. Sellers will not be in a position to earn unreasonable and unfair profits from the poor masses. They will be protected from being defrauded by sellers.

This is all due to the model of *Murabaha*. The contract of *Murabaha* in its ideal form is beneficial for both seller and consumer. As mentioned earlier that in the case of price control, sometimes a commodity price gets very much high in the market while the controlled price is very low. Due to this, if the seller sells at that controlled price, he will have to bear the loss. Thus, he hoards his commodities and waits for their high price. This practice leads to a shortage of commodities in the market. Now if the *Murabaha* Model is applied, then when the cost of anything gets high, he will paste that cost along with his profit. The price will get high with that percentage. Thus, sellers will not hoard their commodities in order to sell them at high prices later on. Similarly, in price control, the time the market price of a commodity is less than the price which is fixed by Controller General. Due to this, consumers are compelled to buy that very commodity at a price fixed by the Controller General. This practice leads to impair the consumers. Now once again, if *Murabaha* Model is applied, the consumer will not bear any loss. Similarly, sellers will also not make unfair profits.

The price controller should not only fix the price. Their primary duty should be to enquire from industries and manufacturers about the real cost of their commodities. When they enquire, they may fix different percentages of profit for different commodities. While fixing the percentage, the Controller General should keep in mind that the commodities which are necessities of life and which are sold in many quantities on a daily basis, their profit percentage should be comparatively low. Besides this, for all those commodities whose usage is less, their profit percentage can comparatively be high. Furthermore, the percentage of the profit of necessary commodities should be low as compared to luxury commodities. For those unstable commodities whose cost cannot be determined, *Musawamah* Model can be applied. This practice will close the door of hoarding at the market.

Now the question arises that it is very difficult to determine the cost of each and every commodity. The answer to this question is that the majority of the commodities cost can easily be determined, like wheat, Rice, Flour, Sugar, etc. Besides these, other commodities costs can be determined while using different types of software. For example, Enterprise Resource Planning (ERP) is a software that can determine the cost of medicine when it is in raw form and when it changes from different stages to its final stage. In each stage, its cost can be determined. When this and such other software are linked with Controller General, it can easily determine the cost and profit percentage of different commodities. The primary duty of the Controller General must be the insurance of the real cost of commodities. When that is insured, the later stage of price fixation will not be a big problem.

## Conclusion

Sale and purchase are the need of human beings, without which no one can survive. For sale and purchase, there are many types of contracts, like *Musawamah*, *Tuliya*, and *Mudarabah*. *Murabahah*

has two aspects. Its usage as a simple *Murabahah* and its use as a model for financing. *Murabahah* is a model of the simple sale contract, a simple contract in which the seller tells the buyer the cost of a commodity and the markup which he intends to earn from that commodity. It is a Cost-plus Mark-up contract. This is an ideal form of contract that can be very beneficial and can protect consumers in a very better manner. It saves consumers from unfair and unreasonable profit. It protects consumers from being defrauded by sellers. A seller becomes no more in a position to earn a huge amount of profit.

On the other hand, *Murabaha* financing is a contract of sale for deferred payment. In this, a buyer is in need of something to buy, but he does not have a sufficient budget for it. Due to this, he knocks at the door of a bank or a financial institution. He requests the bank to buy the commodity that he needs. The bank buys that very commodity and sells it to the buyer with a fixed profit. Generally, the bank gets a bit higher profit due to its deferred payment. Today more than half of the financing of all Islamic banks is based on this model of *Murabaha*.

The *Murabaha* Model, which is used by banks and financial institutions for financing, is not an ideal form of the contract of *Murabaha*. It should only be used where there is difficulty in the use of *Mutharika* and *Mudarabah* Models. The ideal form of *Murabaha* contract is its usage in its factual and real sense. When it is used as a simple contract of sale, it will protect consumers from fraud and unfair and unreasonable profit. It is the state's responsibility to enforce this model where it can be enforced. When it is enforced in its true spirit, it can save consumers from unfair and unreasonable profit. It can confine the seller to earn a reasonable and fair profit for their commodities.

Today the Price Controller fixes the price of different commodities. However, it is totally different from *Murabaha* Model. Due to this fixation leads to many problems. Sometimes the market prices of a commodity get very high while



the fixed rate is very low. Due to this, sellers hoard their commodities which leads to a shortage of goods in the market. Similarly, sometimes the market rate is very low while the rate fixed by Controller General is high. Due to this, sellers sell their goods at the price fixed by the controller general, which gives profit to sellers and loss to buyers.

It should be the primary duty of the Controller General to first inquire about the real price of different commodities from manufacturers. When the real cost is determined, the Controller General should fix the percentage of profit for the manufacturers. It should be ensured that the cost and the profit on the pack of each commodity are pasted. In this way, there will be a two-fold check on sellers. One by Controller General and the other buy buyers. It will create an environment of a fair market both for sellers and buyers in the market.

### Suggestions

- *Murabahah* should be used as a simple contract of sale in order to protect customers from being defrauded and save them from huge profits.
- The Controller General should be intact. However, it is advisable that it should be vested with the power to enquire from industries and manufacturers about their cost in manufacturing a particular commodity.
- Controller General should ensure that the cost and the price must be pasted on the pack of each commodity, and if there is no pack of a commodity, it should ensure that the price chart should be pasted on each shop having the original price on one side of the chart and the price with profit on the other side. In this way, the buyer will know the cost and the mark-up. It will lead to fair and reasonable dealing between a seller and a buyer. Thus, a fair market will prevail.
- Once the cost of a commodity is determined, the Controller General can fix a percentage or a Lum sum profit for

different types of commodities. In such fixation, the Controller General should take into account the commodities which are the necessity of life and which are sold in enormous quantity on a daily basis. Their percentage of profit should be comparatively low. On the other hand, those commodities which are not the necessity of life and are luxury sort of commodities, the profit percentage should be a bit higher.

- Not only the 37 commodities should be under the Controller General. Each commodity should come under its control. The Controller General should first apply the model of *Murabaha* to it and then fix a percentage of profit.
- Those commodities which cost ascertainment is difficult, its monthly percentage should be taken out and after that its cost should be fixed.

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