

**SANHA'S HARAAM
FLEECING FEES**

**OF
EXTORTION
AND A
CORRUPT FATWA**

By:

Mujlisul Ulama of South Africa

PO Box 3393

Port Elizabeth

6056

South Africa

SANHA'S HARAAM FLEECING FEES OF EXTORTION AND A CORRUPT FATWA

QUESTION: I am sending you a fatwa for viewing and comment. According to the fatwa, all the fees charged by SANHA for halaalizing products are permissible. The fatwa is somewhat disturbing. Please comment.

ANSWER:

At the outset, it must be emphasized that SANHA does not provide any valid service to either the Muslim community or to individual traders. Certifying *maitah* (carrion) which is haraam is never a service accepted in Islam. On the contrary, the consequence of such a corrupt, haraam imagined 'service' is the fire of Jahannum. Thus, all fees charged by SANHA are haraam. These fees consist of:

- (1) Money extracted from traders for so-called 'halaal' certificates and mock inspections of the premises.
- (2) Money which the kuffaar chicken plants have to pay for halaalizing their carrion.

Since the entire SANHA operation is Islamically fraudulent, misleading and deceptive, it is haraam, hence all the money which SANHA acquires from traders and chicken plants is haraam.

It is extremely short-sighted, to say the least, that there exists a valid Shar'i *Ijaarah* contract between SANHA and the traders, and SANHA and the carrion chicken plants. This is the fundamental error in the 'fatwa'.

Whilst this is the factual position, let us now make the stupid and baseless assumption that the chickens are halaal. Should this be the case, then too, there is no valid *Ijaarah* contract. Sending a person to inspect the premises to ensure that haraam products are not stocked is not a duty which the trader imposes on SANHA. It is not a service ordered by the trader. It is an obligation on the one who issues the certificate to ensure that violations are not committed. Thus, SANHA will be acting as a government inspector or as a policeman. The police department cannot impose a fee on a person or institution for any inspection its officers undertake to ensure that the trader/institution does not deal in drugs or rotten pork, etc.

If the government's health inspector regularly inspects the shops of traders to ensure that they do not sell rotten carrion, the health department cannot demand a fee for such inspections. They are merely fulfilling their duty by making the inspection. In exactly the same way, SANHA will be merely executing its duty to ensure that the terms of its carrion certificate are being complied with.

The expenses which SANHA incurs in making inspections have to be borne solely by the carrion purveyor itself. No trader who surreptitiously sells haraam meat will be happy with any inspection of his premises. This confirms that the inspector is the worker of SANHA, not of the trader who holds the carrion certificate. It is palpably clear that the fees SANHA extracts from traders are acquired without their happy consent. They pay against their wishes. Islamically it is extortion.

Traders pay the fees because they are stupid. Since their Imaan is deficient, they believe that their Rizq will be curtailed if SANHA spreads the rumour that their products are not halaal. SANHA has resorted to this type of innuendo thuggery to diminish confidence in traders who refuse to submit to SANHA's 'halaal' certificate pressurization and demand for haraam fees which according to the Shariah is extortion. There are many traders who will vouch for this haraam attitude and action of SANHA.

If for example, SANHA's sister carrion outfit, NIHT or MJC, despatches its inspector to inspect SANHA-certified outlets, it (i.e. NIHT or MJC) cannot impose a fee on the traders whom they are investigating/inspecting with the motive of stabbing their carrion competitor in the back with blackmailing disclosures. One such example is an inspection undertaken by NIHT of ANCA, a SANHA-certified carrion chicken plant. The NIHT inspectors discovered gross malpractices which confirmed ANCA chickens to be haraam carrion. The cost of this inspection was borne by NIHT itself. Although NIHT also extracts haraam boodle from traders, nevertheless, it could not claim inspection fees from Anca for the simple reason that NIHT did not render any service ordered by ANCA.

Another notorious example is SANHA itself. SANHA had clandestinely carried out 'undercover' inspections of a range of MJC-certified carrion plants and other outlets. SANHA's diligent inspections had established that the products of the MJC-certified plants were indeed haraam carrion. In this regard, SANHA had issued a secret 220-page document which it had used to blackmail and maul the MJC. The two carrion halaalizers were involved in a desperate turf war when SANHA attempted to steal a slice from the MJC's haraam boodle pie. SANHA could not levy charges on the MJC for having conducted inspections of its plant nor on the carrion plants because the inspections were services to promote the carrion interests of the Carrion Halaalizer (SANHA).

Similarly, if *The Majlis* sends an inspector to a SANHA-certified restaurant to ascertain a complaint of halaalized pork being stocked, it (*The Majlis*) cannot charge the pork-selling SANHA-certified restaurant a fee and argue that the fee is in lieu of a service.

Since the inspecting organization is carrying out inspections in the interests of its own agenda, there is no *ma'qood alayh* for contracting a valid *Ijaarah* agreement. The claim of *Ijaarah* in the fatwa is pure bunkum. Inspection is an external imposition – imposed by the carrion outfit. It is not a service emanating from the trader who requires this performance for which he is happily prepared to pay a fee, e.g. paying a worker for cleaning his shop. No trader is happy to pay a stupid SANHA inspector for the nuisance of a silly 'inspection' which is devoid of a Shar'i substance, and which is imposed on the trader against his will by the carrion vendor.

Thus, the Mufti's statement: "*SANHA is an organization which provides a service of certifying a certain product or outlet as Halal.*", is baseless. As explained earlier SANHA's role is not as a worker of the outlet or of the carrion chicken plant. SANHA's role is that of an oppressive imposer of *zulm*. It is ludicrous to charge a fee for proclaiming that the products of a Muslim are halaal. This proclamation is not a 'service' which could be remunerable. It is not a *ma'qood alayh* in terms of the Shariah.

The Mufti says that if a person wants a halaal certificate, he '*approaches SANHA and SANHA provides him with a supervisor whose job is to inspect that all products used in the outlet are certified by SANHA.*' Either the Mufti Sahib is genuinely ignorant of SANHA's haraam Mafia-style operation or he is intentionally providing SANHA with Deeni cover for its carrion products on the basis of some corrupt *ta-alluq* he enjoys with the carrion vendor.

It is indeed lamentable that the Mufti Sahib has degenerated to a level unbecoming of even a layman who understands how SANHA operates. Firstly, it is a blatant lie that SANHA provides every outlet with a supervisor. There is no 24 hour supervisor anywhere in any of the haramalized carrion plants and certified shops and restaurants. Further, if we assume that SANHA does provide a permanent supervisor to a restaurant, then that supervisor is SANHA's employee. He is not the employer of the trader. The supervisor takes instructions from the Mafia, not from the owner of the shop. It is crystal clear that the supervisor is in the employ of SANHA, hence he reports to SANHA, and it is his duty to work on the premises to serve SANHA's interests or to execute SANHA's orders. If the owner of the shop requests the supervisor to clean the toilet or not to divulge to SANHA any haram product he may be selling, the supervisor will be under SANHA's obligation to reject the demands of the shop's owner.

However, despite the supervisor being in reality SANHA's employee, the carrion plant (Rainbow) is forced to pay the supervisor a salary. For the sake of the 'halaal' carrion certificate, Rainbow and others submit to this extortion and pay SANHA's supervisor's wages. This compounds the extortion and emphasizes the non-existence of a valid *Shar'i ma'qood alayh* as a subject for a valid *Ijaarah* contract. How can SANHA charge fees for 'supervision' when Rainbow is paying the salary of the supervisor. Thus, supervision fees are a vulgar canard proffered by SANHA to deceive an ignorant Muslim public. It incurs no 'supervision' expenses.

The Fatwa further says: "*The SANHA team also inspects the outlets regularly to ensure that no Haram products are utilized in the outlet. They charge him a monthly fee for these services.*" That a Mufti would issue such a corrupt, utterly baseless and unprofessional 'fatwa' defies credulity. What is the *ma'qood alayh* here for an *Ijaarah* ransaction? SANHA performs a service at its own initiation, leisure and pleasure in the interests of its own carrion agenda and imposes a fee on the trader for a 'service' designed by it (i.e. by SANHA). This is not a service ordered by the trader. It is an imposition by an outsider – by a carrion outfit – yet the trader is extorted for a fee, then the Mufti says that this extortion is *halaal ujrat (wage)*. The 'service' on which the Mufti basis his 'fatwa' is a product of hallucination - hallucinated to give a semblance of Shar'i permissibility for SANHA's extortion and corrupt carrion industry. It is only a mufti *maajin* who issues such corrupt 'fatwas' which have no head, no legs and no tail.

The Mufti states: "*It is permissible for them to charge the fee per carcass as there is no ambiguity in the fee.*" Assuming that there is truly no ambiguity, then too, it is absolutely corrupt and *baatil* to charge a *baatil* fee per carcass. For what is this fee? The fee per carcass *per se* is *baatil*. What service does SANHA perform for a carrion plant, e.g. Rainbow, to warrant a fee? If it is claimed that the fee is for conducting inspections, then such inspections are not services ordered by Rainbow. In fact, the carrion plant will be too happy if the Carrion Clique does not appear on the plant to create a nuisance. If the municipality's health inspectors visit Rainbow's plant to inspect if health regulations are complied with, the municipality cannot and does not levy a fee for such inspections. SANHA is in exactly the same capacity. It performs a hallucinated 'service' for its own ends, for which SANHA extorts money from Rainbow. Furthermore, the carrion chicken plant pays separate 'inspection' fees, apart from haram 'licence' fees, carcasses fees and other fleecing fees which shall be explained further on.

SANHA levies different types of extortionist fees on Rainbow, etc. Inspection fees are charged separately. Under different headings, SANHA charges a variety of fees which are all

haraam. The very bottom line is that the ‘services’ which SANHA purportedly performs for traders and carrion chicken plants are not services of the traders. If for argument’s sake it be conceded that these mock ‘inspections’ are services, then the latter will be services for the SANHA clique, not for the traders nor for the carrion plants.

The contention that there is no ambiguity in levying a fee per carcass is also an insult to intelligence. The number of carcasses differ on a daily basis. In addition, a fee cannot be charged per carcass because SANHA is not slaughtering nor cleaning nor packing nor transporting the carcasses. Those who are killing the animals are paid a wage for their killing services, and those who are cleaning and packing the carcasses are paid a fixed wage for their services. Now what is the meaning of a ‘service’ levy’ per carcass – a haraam riba extortionist fee – charged by the carrion clique? What Shar’i basis is there for this confounded haraam tax?

The ‘fatwa’ displays gross ignorance of the methods of SANHA’s mafia-style operation regarding its fees to fleecce, and Fees to Fleecce Cost Structure. The ” monthly fee for services” which according to the fatwa is permissible, is not the whole story of the Fleecing Structure. SANHA does not charge a simple, straightforward, flat monthly fee for its ‘services’. Although these ‘services’ are not genuine services of the carrion chicken plant, we shall temporarily regard the charges as such for pursuing this argument to disprove the validity of the fleecing fees in terms of the Shariah. The Fleecing Fees extorted by SANHA from Rainbow Carrion Chickens consist of the following elements:

(a) “The cost of any publicity advertisement, notices (including handbills) and announcements shall be for the account of the Fleecee (i.e. the fleeced Rainbow Carrion Chicken Co.).” In its agreement with Rainbow, the Carrion Purveyor, SANHA, has designated Rainbow as the ‘Licensee’ while we have appropriately labelled the Company, *the Fleecee*, that is, an entity who is fleeced of its money in haraam ways which in terms of the Shariah are extortion.

So, while SANHA incurs expenses regarding its publicity stunts, it loads the expense on the Fleecee. This is haraam even with the agreement of the Fleecee. Since the Fleecee is desperate for the ‘halaal’ carrion certificate to market its Carrion chickens, it submits under duress to this haraam imposition of charges for the publicity stunts of SANA.

(b) With regard to inspection fees, the following is the Fleecing Fees Cost Structure:

(i) Seven years ago SANHA charged Rainbow, a Fleecing licence fee of approximately R10,000 per month. What the current amount is, is anyone’s guess. It should be within the region of R20,000 per month.

What is this ‘licence’ fee all about? What Shar’I basis is there for claiming validity and permissibility for this haraam fleecing monthly charge dubbed ‘licence’ fee? What is the purpose of this fleecing fee? The only purpose is to fill in a haraam manner the pockets of men suffering from inordinate greed for haraam boodle. These carrion-halaalizers survive on haraam. Their bodies are nourished with haraam, hence their brains see only good in haraam. It is pure extortion since there is absolutely no *ma’qood alayh* for this fleecing ‘licence’ fee to be a valid charge

There is absolutely no basis in the Shariah for slapping on the Fleecee (i.e. Rainbow Carrion Company) this haraam extortion of R20,000 per month.

(ii) The above is not the full story of the fleecing fees. In addition to the monthly haraam fleecing fee of R20,000, mentioned above, SANHA was charging about R15,000 per month inspection fleecing fees seven years ago. Today it should be in the vicinity of R30,000 per month.

We fail to understand the grounds on which the ‘fatwa’ had based its findings and conclusion. It should be noted that the aforementioned R30,000 monthly ‘inspection’ fees are not for full-time inspectors. The Fleecing Fees are for only THREE inspections conducted a month, and these too, are for a lousy few minutes. The ‘inspections’ are *per se* lousy and deceptive – mock and farcical inspections. For just THREE lousy mock inspections, the Fleecee company coughs up R30,000 a month, besides the R20,000 monthly license fleecing fee. The honourable Mufti in his defence of SANHA just did not realize what utter rot and haraam he was supporting and branding ‘halaal’.

(iii) The greed and gluttony of Carrion Halaalizers are insatiable. The disease pervades every capillary in their bodies. In addition to the huge sum of haraam boodle they extort every month in the name of ‘fees’, SANHA charges the company R500 monthly ‘administration’ fleecing fee. *Licence fee, inspection fee and administration fee* are all the elements of the massive extortion of which SANHA is guilty in accordance with the Shariah. It is haraam fleecing fees compounded with haraam fleecing fees. *Zulmat alaa zulmat – darkness piled on top of darkness in Qur’aanic terminology.* It is this haraam, satanic *zulmat* for which the ‘fatwa’ issues a licence of permissibility. Also remember, that this R500 monthly haraam ‘administration’ fee was seven years ago. Perhaps it is now R5000 per month.

Over the years there must have been a huge escalation in these haraam fleecing fees because in terms of SANHA’s agreement with Rainbow, *“These fees will be subject to an annual review including the escalation in the salary of the Muslim supervisors.”* It should now be abundantly clear that there is also a ‘supervision’ fee which assumes the form of ‘salaries’ for supervisors. Although the confounded ‘supervisors’ are actually executing ‘services’ for the Carrion Outfit (SANHA), the Carrion Chicken Co. is forced to pay the salaries. What then are the licence fees, the inspection fees and the administration fees for?

(iv) The saga of the Fleecing Fees has not terminated. There are other fleecing charges involved in this SANHA-operated carrion saga.

Besides the aforementioned three mock inspections per month, there is another annual inspection which involves the top brass of the Carrion Outfit. Regarding this inspection, the agreement with Rainbow stipulates that *“the costs incurred pertaining to the first (monthly) inspection of each month shall be borne by the LICENSEE (i.e. the FLEECEE). Such costs will include travel and administrative costs and where appropriate (five star hotel) accommodation costs. Travel costs shall be from Johannesburg to Durban economy class.”*

Regarding this mock inspection, the agreement states: *“There shall be at least one annual inspection by appointment and conducted by at least two SANHA national executive members...”*

The company pays all the extortion fees separately for even this inspection. What then are the confounded carcass fee and licence fee?

The venerable Mufti Sahib should be ashamed of himself for having endorsed the ridiculous ‘fatwa’ of his student underling. Where is the simple ‘monthly service fee’ for which

the 'fatwa' issues permissibility? We are confronted here with compound extortion – and much of it is ambiguous since the amounts to be extorted will be calculated in future when the mock inspection transpires.

(v) The story of the mock inspection and fleecing fees has still not ended. In addition to the aforementioned 'inspections', there is another inspection about which the agreement states: *“Inspections will be carried out at SANHA’s discretion at least once per calendar month.”* The expenses of this inspection is also borne by Rainbow.

Since large amounts of money are extorted for each inspection separately, what is the monthly licence fee for? And, what are the carcasses fees for?

(vi) The Fleecing Fees extortion racket also provides for the company to pay SANHA’s supervisors separately. Although the supervisors are executing services for SANHA, the carrion company pays the salaries of the supervisors.

Now that Rainbow pays separately for SANHA’s inspections, supervision and administration, what are the confounded monthly licence fees for? And what are the carcasses fee for?

Answering this question, the fatwa states: *“The fee which is charged for inspections and supervisions is in actual fact in lieu of the fuel used by them for inspecting the outlet.”* Someone must have been perpetrating some type of substance abuse when making this stupid statement. Or the mind is befogged as a consequence of devouring SANHA’s carrion chicken. Does SANHA use R50,000 every month for fuel to inspect one carrion plant twice or thrice a month? This is the approximate amount which SANHA charges for licence fleecing fee and inspection fleecing fee every month. Furthermore, the fatwa fails to distinguish between 'inspection' and 'supervision'. While the inspectors come to the carrion plant twice a month using about R100 fuel per time, the supervisors are paid a full wage separately by Rainbow. What are the R50,000 monthly confounded fee all about? It is all about extortion and fleecing the company.

The fatwa then draws a plainly stupid and baseless analogy between the carrion fleecing fees and the fee a hunter pays to hunt in a game farm. Says the fatwa: *“We can regard this (SANHA’s carrion) transaction taking place between the hunter and the game farm owner as an Ijarah (lease) transaction. In other words, the hunter is paying a fee for utilizing the facilities provided to him by the owner such as using their roads etc. The animal that will be hunted in this case will be a gift from the owner.”*

In this false analogy, who is the 'hunter' and who is the 'game farm owner' in relation to SANHA’s haraam agreement with Rainbow? In the game farm scenario, the hunter coughs up the money, hence in the light of the corrupt analogy, Rainbow is the 'hunter', and SANHA is the 'game farm owner'. However, the 'gift' element is lacking in the carrion transaction. SANHA presents no gift or bonus to Rainbow in lieu of the huge sums of money it extorts from the company.

Whilst the example of the hunter and the game farm also requires some rebuttal, for the sake of brevity we shall not deal with it in this discussion. The hunter pays the owner of the farm, a simple, flat one-off fee for the utilization of his facilities. But the 'hunter' (Rainbow) in the chicken carrion scenario is loaded with a variety of elements of extortion. Rainbow does not pay for any services rendered to it. Rainbow pays exorbitant sums of money for a range of phantom 'services'. Inspecting the plant by a carrion purveyor is not a 'service' ordered by

Rainbow. It is a condition imposed by SANHA for issuing its carrion certificate. All the other hallucinated ‘services’ which we have already discussed and refuted, are not services ordered by the Carrion Company. They are conditions which SANHA imposes on Rainbow to dupe the Muslim community – to make us believe that the carrion is halaal.

SANHA publicizes itself as a non-profit ‘deeni’ organization rendering service to the Muslim community. If the community accepts that SANHA is indeed rendering it a service, then it is the duty of Muslims to bear the expenses of the inspections, supervision, etc., and this will be light years away from the tip of the iceberg, i.e. the R50,000 monthly licence and corruption fees. Far from this miserable carrion outfit being a ‘non-profitable’ and a ‘deeni’ body, it is Islamically corrupt. Its greed for haraam boodle is insatiable. It extorts millions of rands for haraam and luxury expenditure. It misappropriates the Deen and the Halaal logo for monetary objectives, then it flaunts the naked audacity of claiming to be a ‘non-profitable deeni’ organization.

Furthermore, it is incumbent to proffer some advice to the honourable Mufti Sahib who has endorsed the corrupt ‘fatwa’ of his student. The honourable Mufti Sahib should understand that operating a Darul Ifta with student ‘muftis’ under his wing is a sacred responsibility. The students training under him are an Amaanat. It is absolutely imperative for the honourable Mufti Sahib to abandon whatever other activity he may be involved in to enable him to contribute 100% of his time and mind to the shenanigan ‘fatwas’ which his incapable students are fabricating.

The ‘fatwa’ which we have just now discussed is not a Fatwa. The student has simply put together a very unprofessional essay, and it appears that the honourable Mufti Sahib had lackadaisically scanned over it and endorsed it without applying his mind. The ‘fatwa’ is scandalous and portrays the incompetency of the student who has compiled it.

It will be salubrious for the honourable Mufti Sahib and his Ifta students to re-study *RasmulMufti* with minds and hearts fully applied. If the honourable Mufti Sahib acquits himself with laxity regarding the fulfillment of his obligation of correctly nurturing his students, both academically and morally, then we can assure him that they – his students – will become *haatibullail* characters laboring in the self-deception of them being expert muftis when in reality they will be one-eyed juhala misleading others and themselves.

It is ludicrous to equate the range of complex fleecing fees extorted by SANHA with a simple, reasonable monthly fee to cover necessary expenditure which any how should not be an expense for Rainbow. It should be an expense for the Muslim community IF it is established that the carrion clique is able to distinguish between haraam and halaal. We trust that the honourable Mufti Sahib will set his Darul Ifta in order and drill real academic ability in his students, and this is not possible without inculcating Taqwa in them.

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