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AL MABROOR INVESTMENT

EXTRICATION FROM THE CONFLAGRATION OF RIBA AND BAATIL

Question

Investors are asking: What is the way forward? What are we supposed to do to comply with the Shariah?

ANSWER

Undoubtedly, the investors are embroiled in a haraam/baatil venture which was presented as a *"100% Shariah Compliant"* business project. If the investors are sincere in their quest for halaalizing the corrupt project of Al Mabroor, it is fully within their means and power to do so. The requisite for this is fear for the Accountability in the Aakhirah.

Rasulullah (Sallallahu alayhi wasallam) said: *"The dunya is jeefah (carrion)."* It does not behove the Muslim to barter away his success and happiness of the Hereafter for the *jeefah* crumbs of this dunya. The imperative demand of the Shariah is for the investors to overhaul their partnership to conform with the Shariah.

(1) Al Mabroor Investment is only the Managing Agent, i.e. the worker. The owners are the investors who have been formed into the partnership.

(2) There are two ways of correcting this major infraction of the Shariah:

(i) Form a valid *Shirkat* venture (ii) Form a Mudhaarabah venture

Shirkat

In the *Shirkat (Partnership)*, the Management Agent will be paid a fixed salary. The ambiguities currently in the corrupt capitalist Agreement regarding the remuneration for the Managing Agent must be cancelled. A fixed salary has to be fixed.

In this *Shirkat* the Managing Agent will not have any power to override the Partners *(Shurakaa')*. The Managing Agent will work and act in terms of the work contract between it and the Partnership.

Mudhaarabah

There are two constituents in a Mudhaarabah venture: the *Rabbul Maal* (the investor) and the *Mudhaarib* (the Manager).

The Partnership (consisting of the 20 investors) will constitute the *Rabbul Maal*, and the Managing Agent will be the *Mudhaarib*.

In this venture, the *Mudhaarib* will have full control and power to conduct the business on the basis stipulated by the *Rabbul Maal.*

The *Mudhaarib* is not entitled to a salary. It is a fundamental requisite to fix a percentage of the net profit for him. Thus, the Managing Agent in this case will share in the profit. Any percentage may be agreed.

This then is the simple prescription of the Shariah for extrication from the haraam/baatil Al Mabroor conflagration.

Understand well that a faasid/corrupt *partnership* is in the category of Riba.

May Allah Ta'ala guide the investors and grant much barkat.