

Surah 2. Al-Baqara

Asad: O YOU who have attained to faith! Whenever you give or take credit²⁶⁹ for a stated term, set it down in writing. And let a scribe write it down equitably between you; and no scribe shall refuse to write as God has taught him:²⁷⁰ thus shall he write. And let him who contracts the debt dictate; and let him be conscious of God, his Sustainer, and not weaken anything of his undertaking.²⁷¹ And if he who contracts the debt is weak of mind or body, or is not able to dictate himself,²⁷² then let him who watches over his interests dictate equitably. And call upon two of your men to act as witnesses; and if two men are not available, then a man and two women from among such as are acceptable to you as witnesses, so that if one of them should make a mistake, the other could remind her.²⁷³ And the witnesses must not refuse [to give evidence] whenever they are called upon. And be not loath to write down every contractual provision,²⁷⁴ be it small or great, together with the time at which it falls due; this is more equitable in the sight of God, more reliable as evidence, and more likely to prevent you from having doubts [later]. If, however, [the transaction] concerns ready merchandise which you transfer directly unto one another, you will incur no sin if you do not write it down. And have witnesses whenever you trade with one another, but neither scribe nor witness must suffer harm;²⁷⁵ for if you do [them harm], behold, it will be sinful conduct on your part. And remain conscious of God, since it is God who teaches you [herewith] - and God has full knowledge of everything.

Malik: O believers! When you deal with each other in lending for a fixed period of time, put it in writing. Let a scribe write it down with justice between the parties. The scribe, who is given the gift of literacy by Allah, should not refuse to write; he is under obligation to write. Let him who incurs the liability (debtor) dictate, fearing Allah his Rabb and not diminishing anything from the settlement. If the borrower is mentally unsound or weak or is unable to dictate himself, let the guardian of his interests dictate for him with justice. Let two witnesses from among you bear witness to all such documents, if two men cannot be found, then one man and two women of your choice should bear witness, so that if one of the women forgets anything the other may remind her. The witnesses must not refuse when they are called upon to do so. You must not be averse to writing (your contract) for a future period, whether it is a small matter or big. This action is more just for you in the sight of Allah, because it facilitates the establishment of evidence and is the best way to remove all doubts; but if it is a common commercial transaction concluded on the spot among yourselves, there is no blame on you if you do not put it in writing. You should have witnesses when you make commercial transactions. Let no harm be done to the scribe or witnesses; and if you do so, you shall be guilty of transgression. Fear Allah; it is Allah that teaches you and Allah has knowledge of everything. Mustafa Khattab:

O believers! When you contract a loan for a fixed period of time, commit it to writing. Let the scribe maintain justice between the parties. The scribe should not refuse to write as Allah has taught them to write. They will write what the debtor dictates, bearing Allah in mind and not defrauding the debt. If the debtor is incompetent, weak, or unable to dictate, let their guardian dictate for them with justice. Call upon two of your men to witness. If two men cannot be found, then one man and two women of your choice will witness—so if one of the women forgets the other may remind her.¹ The witnesses must not refuse when they are summoned. You must not be against writing ?contracts? for a fixed period—whether the sum is small or great. This is more just ?for you? in the sight of Allah, and more convenient to establish evidence and remove doubts. However, if you conduct an immediate transaction among yourselves, then there is no need for you to record it, but call upon witnesses when a deal is finalized. Let no harm come to the scribe or witnesses. If you do, then you have gravely exceeded ?your limits?. Be mindful of Allah, for Allah ?is the One Who? teaches you. And Allah has ?perfect? knowledge of all things.

Pickthall: O ye who believe! When ye contract a debt for a fixed term, record it in writing. Let a scribe record it in writing between you in (terms of) equity. No scribe should refuse to write as Allah hath taught him, so let him write, and let him who incurreth the debt dictate, and let him observe his duty to Allah his Lord, and diminish naught thereof. But if he who oweth the debt is of low understanding, or weak, or unable himself to dictate, then let the guardian of his interests dictate in (terms of) equity. And call to witness, from among your men, two witnesses. And if two men be not (at hand) then a man and two women, of such as ye approve as witnesses, so that if the one erreth (through forgetfulness) the other will remember. And the witnesses must not refuse when they are summoned. Be not averse to writing down (the contract) whether it be small or great, with (record of) the term thereof. That is more equitable in the sight of Allah and more sure for testimony, and the best way of avoiding doubt between you; save only in the case when it is actual merchandise which ye transfer among yourselves from hand to hand. In that case it is no sin for you if ye write it not. And have witnesses when ye sell one to another, and let no harm be done to scribe or witness. If ye do (harm to them) lo! it is a sin in you. Observe your duty to Allah. Allah is teaching you. And Allah is Knower of all things.

Yusuf Ali: O ye who believe! when ye deal with each other in transactions involving future obligations in a fixed period of time reduce them to writing. Let a scribe write down faithfully as between the parties: let not the scribe refuse to write as Allah has taught him so let him write. Let him who incurs the liability dictate but let him fear his Lord Allah and not diminish aught of what he owes. If the party liable is mentally deficient or weak or unable himself to dictate let his guardian dictate faithfully. And get two witnesses out of your own men and if there are not two men then a man and two women such as ye choose for witnesses so that if one of them errs the other can remind her. The witnesses should not refuse when they are called on (for evidence). Disdain not to reduce to writing (your contract) for a future period whether it be small or big: it is juster in the sight of Allah more suitable as evidence and more convenient to prevent doubts among yourselves; but if it be a transaction which ye carry out on the spot among yourselves there is no blame on you if ye reduce it not to writing. But take witnesses whenever ye make a commercial contract; and let neither scribe nor witness suffer harm. If ye do (such harm) it would be wickedness in you. So fear Allah; for it is Allah that teaches you. And Allah is well acquainted with all things. ^{329 330 331 332}
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Transliteration: Ya ayyuha allatheena amanoo itha tadayantum bidaynin ila ajalin musamman faoktuboohu walyaktub baynakum katibun bialAAadli wala yaba katibun an yaktuba kama AAallamahu Allahu falyaktub walyumlili allathee AAalayhi alhaqqu walyattaqi Allaha rabbahu wala yabkhas minhu shayan fain kana allathee AAalayhi alhaqqu safeehan aw daAAeefan aw la yastateeAAu an yumilla huwa falyumlil waliyyuhu bialAAadli waistashhidoo shaheedayni min rijalikum fain lam yakoona rajulayni farajulun waimraatani mimman tardawna mina alshshuhada'i an tadilla ihdahuma fatuthakkira ihdahuma alokhra wala yaba alshshuhadao itha ma duAAoo wala tasamoo an taktuboohu sagheeran aw kabeeran ila ajalihi thalikum aqsatu AAinda Allahi waaqwamu lilshshahadati waadna alla tartaboo illa an takoona tijaratan hadiratan tudeeroonaha baynakum falaysa AAalaykum junahun alla taktubooha waashhidoo itha tabayaAAatum wala yudarra katibun wala shaheedun wain tafAAaloo fainnahu fusooqun bikum waittaqoo Allaha wayuAAallimukum Allahu waAllahu bikulli shayin AAaleemun

Author Comments

269 - The above phrase embraces any transaction on the basis of credit, be it an outright loan or a commercial deal. It relates (as the grammatical form tadayantum shows) to both the giver and taker of credit, and has been rendered accordingly.

270 - I.e., in accordance with the laws promulgated in the Qur'an.

271 - Lit., "and do not diminish anything thereof". Thus, the formulation of the undertaking is left to the weaker party, i.e., to the one who contracts the debt.

272 - E.g., because he is physically handicapped, or does not fully understand the business terminology used in such contracts, or is not acquainted with the language in which the contract is to be written. The definition "weak of mind or body" (lit., "lacking in understanding or weak") applies to minors as well as to very old persons who are no longer in full possession of their mental faculties.

273 - The stipulation that two women may be substituted for one male witness does not imply any reflection on woman's moral or intellectual capabilities: it is obviously due to the fact that, as a rule, women are less familiar with business procedures than men and, therefore, more liable to commit mistakes in this respect (see 'Abduh in Manar III, 124 f.).

274 - Lit., "to write it down" - i.e., all rights and obligations arising from the contract.

275 - E.g., by being held responsible for the eventual consequences of the contract as such, or for the non-fulfilment of any of its provisions by either of the contracting parties.

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Generally speaking, there is a difference between witnessing and giving testimony before a judge. Verse 2:282 talks about witnessing a debt contract, not giving testimony. To fully understand the context of this verse, we need to keep in mind that 1500 years ago women did not normally participate in business transactions or travel with trading caravans and, therefore, not every woman had the expertise to witness a debt contract. Even if two women were available at the time of signing the contract, perhaps the primary witness might not be able to recall the details of the contract or appear before a judge because of compelling circumstances such as pregnancy or delivery. In any of these cases, the second woman will be a back-up. Some scholars maintain that one woman can be sufficient as a witness so long as she is

reliable. As for giving testimony, a ruling can be made based on available testimony, regardless of the number or gender of the witnesses. For example, the beginning of Rama?ân is usually confirmed by the sighting of the new moon, regardless of the gender of the person who sights the moon. Also the highest form of witness in Islam is for someone to testify they heard a narration (or ?adïth) from the Prophet (?). An authentic ?adïth is accepted by all Muslims regardless of the gender of the narrator. Moreover, if a husband accuses his wife of adultery and he has no witnesses, each spouse must testify five times that they are telling the truth and the other side is lying. Both testimonies are equal (see 24:6-10). In some cases, only women's testimony is accepted while men's testimony is rejected, such as testifying regarding a woman's pregnancy or virginity.

329 - The first part of the verse deals with transactions involving future payment or future consideration, and the second part with transactions in which payment and delivery are made on the spot. Examples of the former are if goods are bought now and payment is promised at a fixed time and place in the future, or if cash is paid now and delivery is contracted for at a fixed time and place in the future. In such cases a written document is recommended, but it is held that the words later on in this verse, that it is "juster . . . more suitable as evidence, and more convenient to prevent doubts", etc. imply that it is not obligatory in law. Examples of the latter kind - cash payment and delivery on the spot - require no evidence in writing, but apparently oral witnesses to such transactions are recommended.

330 - The scribe in such matters assumes a fiduciary capacity: he should therefore remember to act as in the presence of God, with full justice to both parties. The art of writing he should look upon as a gift from God, and he should use it as in His service. In an illiterate population the scribe's position is still more responsible.

331 - Possibly the person "mentally deficient, or weak, or unable to dictate", may also be incapable of making a valid contract, and the whole duty would be on his guardian, who again must act in perfect good faith, not only protecting but vigilantly promoting the interests of his ward.

332 - It is desirable that the men (or women) who are chosen as witness should be from the circle to which the parties belong, as they would best be able to understand the transaction, and be most easily available if their evidence is required in future.

333 - Commercial morality is here taught on the highest plane and yet in the most practical manner, both as regards the bargains to be made, the evidence to be provided, the doubts to be avoided, and the duties and rights of scribes and witnesses. Probity even in worldly matters is to be, not a mere matter of convenience or policy, but a matter of conscience and religious duty. Even our every-day transactions are to be carried out as in the presence of God.

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