

Sale & Purchase of Diamonds & Gems♦

1. The Broker is supposed to be trustworthy, it is therefore not permissible for him to deceive the buyer or the craftsman and collect any amount more than the stipulated fees.
2. The broker can purchase the goods after informing his employer but he must explain his position to the buyer.
3. It is not permissible for the broker to put up a proxy buyer and purchase the goods at a lesser rate and then to sell it off to a real buyer at a higher rate.
4. It is permissible to buy from a market which is known to be dealing in both permissible and non-permissible goods unless it is known for certain that the goods were stolen ones.
5. If the buyer has faith in the seller that his goods are not stolen ones then as per Shariah there is no harm in buying them.
6. It is permissible to buy on credit, take the possession of the goods and then to sell off at a profit.
7. It is not permissible to sell off goods before the completion of the purchase deal but he can promise to sell it off to someone after the purchase.
8. It is not permissible to purchase the receipts of payables of the broker or some other person at a lesser amount.
9. It is not permissible in ordinary circumstances to avail loans on interest to pay for something purchased or to pay off another loan amount.
10. It is permissible to renegotiate rates with the seller after the purchase has taken place with the consent of the seller but in no circumstances is it permissible to do so by telling him lies or deceiving him.
11. It is morally improper and not right in Islam to assign faults to the purchase item whilst there is none, in order to negotiate a lesser price and similarly it is not permissible to assign false credentials to the goods, where there is none, at the time of selling them.
12. It is permissible to add impurities as per the norm if the one ordering for such goods demands so but it is imperative to inform the concerned if the impurities are added in a proportion more than the standard limits.
13. In Islamic Shariah the limits of profit is not defined. Whatever rate is mutually agreed upon is fair but asking for far more than what is the norm of the market is not right either morally or as per the laid down ethics of the Shariah.
14. If a particular discount is mutually agreed upon or is the prevalent norm in the trade then the buyer has the right to demand the same. But if such a condition has not been agreed upon and is neither the norm in the trade then the buyer has no right to ask for it. However if the seller has voluntarily offered discount after the deal is made then the same is permissible to be accepted by the buyer.

15. If an object is made upon an order and the same falls sort of the agreed specifications and the delivery is taken, then the remuneration for the same will be decided as per the prevailing norm of the trade.
16. For various genuine reasons it is not unfair to issue receipts with lesser value than the actual price of the objects with the condition that the two parties fully understand the objectives of the same.
17. In the process of crafting ornaments some residuals may accumulate, which are of course the property of the one supplying the gems but if the norm is followed in the trade that they form part of the workmanship of the artisans then there is no harm in them keeping the same.
18. Though the strings used in the making of ornaments to bind the precious gems together cost relatively less but if it is mutually agreed to weigh them along, it is perfectly right.
19. It is not permissible by the Shariah to coerce someone to mention a lesser weight than the actual. Though as per the norm if it is rounded off to the nearest lower value it is permissible.
20. For a trader it is not permissible by the Shariah that he pays less than the fixed rate by employing false tactics. He has to pay in full regardless of the fact that for certain reasons known to both of them the receipt mentions a lower amount.
21. It is permissible in Shariah to demand higher or lower price on the basis of purchase on credit or debit but with the condition that the parties agree to a particular rate at the time of the deal.
22. Accepting some refund is permissible if a particular loan is paid before stipulated time only if the same is offered in gratitude, instead of an incentive for paying back in advance.
23. It is not permissible to sell a piece of low grade diamond claiming it to be of high grade. If however one sells it that way then it is not right for him to have its rate reduced till the time that the diamond is in possession of the buyer in its original form. But he has the right to dissolve the deal and return the money or enter into a fresh deal. In the situation that, it is not possible for the diamonds to be returned, the buyer has the right to renegotiate a lower rate at par with the loss.
24. If instead of real diamonds a buyer has been supplied with synthetic - chemically made (C-VD) diamonds, he has the right to return the diamonds and take all his money back.
25. It is permissible to sell a part of the total goods purchased to someone so as to make him a partner in the trade at any particular rate agreed with him.
26. It is not permissible to appoint a partner before the purchase deal. However a promise can be made.