

Musaliha

(Compromise)

Issue No. 1- Sulh or Musaliha (Compromise) means coming to terms with someone in the matters of disagreement between them or issues that might lead to dispute or quarrel, by giving up to him a part of his own property, or profit gained from it or his own right, or by waiving or forgoing a debt, or some right, and that the other person also by giving him in return, some property or profit from it, or waiving his debt or right in consideration of it. This is called 'compromise in exchange for', and if it is done without claiming any consideration, it is called 'compromise without exchange for', and both of these compromises will be in order.

Issue No. 2- A person who gives something to another person by way of compromise, should be Baligh and sane, and no one should have compelled him, and should have serious intention of making compromise, and he should not also be feeble-minded, who spends his wealth wastefully, and he should not have been prevented by Mujtahid from taking possession of his property.

Issue No. 3- The compromise formula can be pronounced in any language. Rather, any practical step taken which clearly indicates that the two parties involved would like to compromise through it, it will be sufficient.

Issue No. 4- If a person wants to give up his claim from another person in exchange for something, by way of compromise, it will be in order if the other side accepts it.

However, if he wants to waive his claim or his right, the acceptance of the other party will not be necessary.

Issue No. 5- If a debtor knows the amount he owes, yet, he declares that he does not know, and his creditor does not know and makes compromise with the debtor for an amount less than what is owed to him, it will be void, and the debtor owes him in proportion to the extra amount.

Issue No. 6- If two parties wish to make a compromise on two things of the same kind whose weight is known, the compromise will be in order if usury is not involved, that is, the weight of one commodity should not be more than the other.

Issue No. 7- If a person has a claim from another person and its stipulated time has not yet expired, if he compromises his claim with less than that and his intention is that to dispense with some of his claim and get the rest in cash, there is no harm in it.

Issue No. 8- The agreement of compromise can be cancelled with the mutual consent of the parties involved. Similarly, if while concluding the agreement one or both of them is given the option to cancel the compromise, the person who possesses that option can cancel the compromise.
