

THE LAW OF BUYING AND SELLING COFFEE GAYO WITH BA'I BITSAMANI'AJIL SYSTEM: Study of Fatwa DSN No.110/DSN-MUI/IX/2017

Linda Fitriani

Ar-Raniry State Islamic University Banda Aceh, Indonesia

Email: 180102022@student.ar-raniry.ac.id

Abstract

This article aims to find out how Islamic law views the sale and purchase of coffee with the *ba'i bitsamani'ajil* system in Celala District, Central Aceh Regency. This research uses the type of field research (field research). The data collection techniques in this study are: Observations and interviews conducted with *toke*/agents (coffee buyers) and farmers (coffee sellers). Sources of information from primary data obtained from sellers and farmers/buyers. While secondary data is obtained from archival documents, articles, books, and other sources that have been published to obtain the truth of knowledge and can achieve valid results. The results of the research on buying and selling coffee with the *ba'i bitsamani'ajil* system in Celala District, Central Aceh Regency, carried out by some people there are several factors that encourage payment with the *ba'i bitsamani'ajil* system or deferral. The second factor is the desire of the buyer (*collector/toke*) of coffee, where some of the funds are not yet available on that day, but in this case, it was found that some *toke* did not pay according to the initial agreement. In Islamic law, the practice of buying and selling coffee beans with payment with the *ba'i bitsamani'ajil* system has fulfilled the pillars and conditions of *bai' bitsaman ajil*, which have been regulated in *shara'* (Islamic law), but can turn invalid if, in practice, it is not fulfilled (denied) when the agreement has not been completed and can harm fellow parties. Where it has been explained in QS. An-Nisa': 29, which explains that it is forbidden to eat wealth, seeking wealth through means that are not justified by *shara'*.

Keywords: *Ba'i Bitsamani' Ajil*, Coffee Sale and Purchase, Islamic Law and Gayo land

INTRODUCTION

Humans are social creatures who cannot live alone, as their nature is social, so that every human being needs another human being to regulate the association of human life as social creatures. Allah SWT provides provisions regarding rights and obligations so that order in society can be achieved because rights and obligations are related sides. Then with these rights and obligations, Allah SWT created muamalah activities to help human life on earth.

Muamalah is the exchange of goods or something useful in a predetermined manner, such as renting, buying and selling, lending and borrowing, and so on. By doing muamalah, humans can fulfil their needs by acquiring property, managing property, and developing property. However, humans, especially Muslims, do not allow the owner of free property to absolutely get their property except by means of commerce, and in carrying out commerce must pay attention to the rules in Islam that have been established by Allah SWT in order to fulfil their lives both by means of bermualamah and others because halal sustenance can bring many benefits in life.¹

One form of muamalah activity is buying and selling transactions. Sale and purchase is an agreement to exchange objects or goods that have value voluntarily between the two parties, one receiving objects and the other receiving them in accordance with the agreement or conditions that have been justified by Shara' and agreed upon.² In the sense that the buyer has an obligation to submit part of the price for the object of the transaction and is entitled to get the goods. Meanwhile, the seller is obliged to deliver the goods and is entitled to receive money as compensation for the goods that have been delivered.³ Of course, buyers are commonly known as consumers while sellers are business actors. Between business actors and consumers are two parties who need each other. Consumers need goods and services from business actors, as well as business actors need consumers to buy the goods or services provided. In addition, Islam has also underlined that buying and selling can be considered valid if the pillars and conditions in buying and selling are fulfilled, both related to the person who will make the contract, as well as the object being traded. If one of the pillars or conditions is not

¹ Rachmat Syafe'I, *Fiqh Muamalah*, cet- 10, (Bandung: Pustaka Setia, 2001), pp. 16

² Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: PT Raja Grafindo Persada, 2002), pp. 68

³ Yazid Affandi, *Fiqh Muamalah*, (Yogyakarta: Logung Pustaka, 2009), p. 54. 54.

fulfilled, the sale and purchase is considered invalid or void.⁴

As for the fiqh rules regarding muamalah activities related to human life, this refers to:⁵

الأَصْلُ فِي الْمُعَامَلَاتِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا.

This means: "Basically, all forms of muamalah may be carried out unless there is evidence that forbids it."

In fiqh rules, the basic law in economics (muamalah) is permissible, unless there are arguments that have prohibited it. Therefore, to engage in muamalah activities, some things need to be realised which are allowed and prohibited so that no party is harmed.⁶

In the implementation of buying and selling must pay attention to the rules that have been established in Islam, so that in seeking profit or profit, it is not done by justifying all kinds of ways. Honesty is something that must be considered, and fraud or manipulation must be avoided regarding the goods or prices traded.⁷

The practice of buying and selling is one of the economic activities that has an important role in people's lives. In the Islamic context, buying and selling transactions are regulated by ethical principles that aim to create justice, honesty, and blessings in every trading activity. One of the important principles in Islamic business ethics is information disclosure, including in terms of listing the price of goods sold. This aims to avoid the practice of manipulation, gharar (uncertainty), and maysir (speculation) that can harm one of the parties in the transaction.⁸

Bai' bi al-tsaman al-'ajil is a form of sale and purchase where payment is deferred or in instalments, meaning that the seller delivers the goods to the

⁴ Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

⁵ Fatwa of the National Sharia Council-Majelis Ulama Indonesia (DSN-MUI) Number 110 of 2017.

⁶ Muhammad Azrial Aksar and Muhammad Iqbal, "REWARD SYSTEM FOR ACHIEVING MARKETING TARGETS ACCORDING TO ISLAMIC ECONOMIC LAW: A STUDY ON PT FIF BANDA ACEH INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (November 19, 2024): 454–77, <https://doi.org/10.22373/jurista.v8i2.171>.

⁷ Enizar, *Economic Hadith*, (Jakarta: Rajawali Per, 2013), p. 159.

⁸ Jarmanisa et al., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (October 1, 2021): 126–46, <https://doi.org/10.22373/jurista.v5i2.11>.

buyer in need, but payment is delayed or not in cash until a specified time. Sometimes the seller only accepts a down payment, but the total purchase price is deferred, or the seller does not accept a down payment, but the entire purchase price is deferred or postponed.⁹

Coffee plants in Indonesia were first introduced by the VOC between 1696 and 1699. Initially, coffee planting was only trial and error. However, because the results were satisfactory and considered quite profitable as a trade commodity, the VOC spread coffee seeds to various regions so that people could plant them, large plantations were established, and eventually coffee plants spread to Lampung, West Sumatra, North Sumatra, South Sumatra, and other regions in Indonesia.¹⁰

Central Aceh is an area where there are various kinds of livelihoods; one of the livelihoods for some of the residents in the area is coffee farmers, because most of the plantation areas in the area are coffee plantations. One of the things that coffee farmers do is harvest coffee fruit. Coffee farmers usually, if it is not in the season of coffee fruit they will harvest it every day, little by little, because the coffee fruit at that time is not dense. Still, if it is in the season of coffee beans the farmer will pick or harvest the coffee by means of a wholesale system or hire people as coffee picking labourers, after picking the coffee will be sold directly (*gelondong*) or sorted with a machine for the process of separating the beans from the coffee skin so that they become coffee beans which the farmer will then sell to the coffee bean buyer (*toke/coffee collector*).¹¹

Farmers sometimes sell the coffee beans waiting for a large amount of coffee first or some are still a little directly sold because everyone's needs are different, not a few of the farmers sell coffee fruit that has been processed into coffee beans, especially those in Celala District, Central Aceh Regency, this is because the price of red coffee fruit (*gelondong*) is cheaper when compared to coffee beans after processing. Some of the farmers sell coffee beans with a lot of results (the amount of money at the time of totalling), for example, farmers sell 100 *cans* of coffee (1200 kg) and get money of Rp. 16,000.000 but not all

⁹ Rifqi Nurdiansyah et al., "Implementation of Bai` Bitsaman Ajil in Islamic Law Review (Case Study of Bmt Sidogiri)," *Tabarru' Journal: Islamic Banking and Finance* 4, no. 2 (2021), p.33.

¹⁰ Sri Najiyati and Danarti, *Coffee Cultivation and Post-harvest Handling*, (East Jakarta: Penebar Swadaya, 2006), pp. 2

¹¹ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 30, 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

are immediately paid in cash, but by means of payment by '*ajil* (tough or gradual) with an agreement between the seller and the *toke/collector* with proof of a note where every coffee seller wants to take the remaining money must bring proof, namely the note given by the *toke* at the time of sale of coffee and can be taken at any time or there is an agreement on the time of collection which is all of course in accordance with the agreement between the seller and the coffee buyer (*toke*). The agreement between the seller and the buyer is done verbally only, and some are written on a note which the coffee seller holds, according to the agreement of the two parties and on the basis of mutual trust and willingness between the two parties.¹²

But humans are human beings who certainly do not escape an error, sometimes if the sale and purchase is not carried out with honesty, and does not comply with the pillars and conditions that have been determined by *shara'*, then it is feared that unwanted things will happen both in this world and in the hereafter, such as the purchase of coffee with payment there is a discrepancy with the initial contract or initial agreement, namely the money promised to be paid tomorrow is not carried out. It is feared that the end of this problem is that the seller's money is taken away by the coffee *toke* who is not trustworthy in an agreement/contract, so that this is detrimental to coffee farmers and coffee farm labourers who have not been paid.¹³ Therefore, this study aims to find out more about *bai' bi al-tsaman al-'ajil* or gradual payment in the sale and purchase of coffee and also analyse how Islamic law views the sale and purchase of coffee with the *bai' bi al-tsaman al-'ajil* system in Celala District, Central Aceh Regency.

RESEARCH METHODS

The type of research used is *field research*, where researchers go directly to the research field to obtain the necessary data.¹⁴ This research includes descriptive-analytic research, which is research used to reveal, describe, and

¹² Ronal Agusmi et al., "The Implications of Repealing The Law of Mandatory Company Registration on The Company Legality After The Enaction of Indonesia's Job Creation Law," *Syariah: Jurnal Hukum Dan Pemikiran* 22, no. 1 (June 25, 2022): 109-22, <https://doi.org/10.18592/sjhp.v22i1.6485>.

¹³ Chairul Fahmi and Wira Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (July 23, 2023): 28-39.

¹⁴ Lexy J. Moleong, *Qualitative Research Methods*, (Bandung: PT. Remaja Rosda Karya, 2001), pp. 3.

analyze a problem objectively from the object under investigation.¹⁵ In this research, researchers use descriptive analysis to interpret the data obtained through interviews, observation, and documentation.¹⁶

This research will describe how the law of buying and selling coffee with the ba'i bitsamani'ajil system in Celala District, Central Aceh. The data source used in this research is primary data. Primary data is original or raw data directly obtained from data sources during field research, obtained from direct interviews with sellers and buyers.¹⁷ Secondary data is supporting data derived from a number of writings, journals, proposals, theses, and other sources used to strengthen the results of analyses originating from print media and the internet.¹⁸ Researchers use this data as supporting data related to the relevant content under study.

Data analysis is carried out after conducting observations and interviews in the field; then, in qualitative data analysis is carried out interactively and continues continuously until completion, so that the data is saturated.¹⁹ After the data collected is complete, it will be processed and analysed based on the formulation of the problem that has been applied so that a clear picture can be obtained. Analysing this data using the descriptive analysis method, which is used to describe and explain the law of buying and selling coffee with the ba'i bitsamani'ajil system in Celala District, Central Aceh. Then, in the way of drawing conclusions from quantitative data, researchers use the deductive method, which is a method that departs from general knowledge about a phenomenon (theory) and, starting from that general knowledge, to assess special things.²⁰

¹⁵ Hadari Nawawi, *Social Field Research Methods*, Mould VI. (Yogyakarta: Gajah Mada University Press, 1998), p. 31.

¹⁶ 2003037702 Muhammad Siddiq Armia, *Penentuan Metode Pendekatan Penelitian Hukum* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), <https://repository.ar-raniry.ac.id/id/eprint/22862/>.

¹⁷ Beni Ahmad Sarbani, *Legal Research Methodology*, (Bandung: Pustaka Setia, 2008), p. 158.

¹⁸ Sugiyono, *Research Methods*, (Bandung: Alfabeta, 2004), pp. 13.

¹⁹ Sugiyono, *Quantitative, Qualitative, and R&D Research Methods*, (Bandung: Alfabeta, 2016), pp. 138.

²⁰ Saifuddin Azwar, *Research Methods*, cet. Ket-1, (Yogyakarta: Pustaka Pelajar, 1999), p. 40.

RESULTS AND DISCUSSION

A. Definition of Bai' Bi Al-Tsaman Al-'Ajl

In fiqh terminology, buying and selling is called *al-ba'i*, which means selling, replacing, and exchanging something for something else. Lafal *al-ba'i* in fiqh terminology is sometimes used for its opposite meaning, namely the lafal *al-Syira*, which means buying. Thus, *al-ba'i* means both selling and buying or buying and selling.²¹

Buying and selling is exchanging something for something. Whereas, based on the opinion of the term is to exchange property for property based on the opinion of the ways that have been stipulated - *shara'*. The law of buying and selling is halal or permissible. In the Book of Kifayatul Ahyar, the definition of buying and selling based on linguistic opinion is: "giving something because there is a gift (certain rewards)."²²

According to the Hanafiah, the definition of buying and selling (*al-bay*) is definitively the exchange of property or something that is desired with something commensurate through certain useful means. As for the Malikiyah, Shafi'iyah, and Hanabilah, that sale and purchase (*alba'i*) is the exchange of property for property as well, in the form of transfer of ownership and ownership. And according to paragraph 2 of the Compilation of Sharia Economic Law, *ba'i* is buying and selling between objects and objects, or exchanging objects for money.²³

According to terminology, buying and selling means the exchange of goods for goods or goods for money with the release of property rights to one another on the basis of mutual consent or mutual consent. Buying and selling can also be interpreted as ownership by exchanging objects according to the rules of *Shara'*. Or exchange goods for other goods in another special way (allowed).²⁴

Based on some of the definitions above, we can understand that buying and selling is the exchange of property or goods (in a broad sense) on the basis of mutual willingness or the exchange of an object carried out between two parties with the agreement of a certain contract on a consensual basis. So it cannot be concluded that buying and selling is an exchange of property or goods on a consensual basis. However, buying and selling also has limitations, including that the substance must be halal, the process must be correct, and

²¹ Mardani, Fiqh of Sharia Economics, (Jakarta: Kencana, 2012) p.101

²² Akhmad Farroh Hasan, Fiqh Muamalah from Classic to Contemporary, p.29

²³ Mardani, Fiqh of Sharia Economics, (Kencana Prenada Group, 2013) vol-1 p.101

²⁴ Hendi Suhendi, Fiqh Muamalah (Jakarta: Raja Grafindo Persada, 2002), 67

there must be a contract. In other words, buying and selling is a practical transaction contract that can be done easily by anyone. Because in essence, buying and selling is a process that is carried out between sellers and buyers voluntarily with the aim of both getting benefits. Buying and selling activities occur at any time without knowing the limits and time.²⁵

Bai' bitsaman ajil consists of three words. The word *ba'i* means sale and purchase, *tsaman* means price, while *'ajil* means deferment. So *bai' bitsaman ajil* is a sale and purchase where the money is given and then deferred.²⁶ According to Muhammad Yasir Yusuf, *bai' bitsaman ajil* is the sale and purchase of something by hastening the delivery of the goods and deferring the payment until the period agreed upon by both parties, where the payment is made in instalments either monthly or annually following a certain period. While Muhammad defines *bai' bitsaman ajil* as selling something at the original price, then adding a profit margin agreed by both parties and paid on credit.²⁷

Ba'i bitsaman 'ajil is known as a deferred sale, which is selling something with the immediate delivery of the goods sold to the buyer and deferred payment. In terms of its form, this sale is different from *ba'i al-salam*, where payment is made in cash, while delivery of goods is delayed.²⁸

From some of the above definitions, it can be concluded that *ba'i bitsaman 'ajil* is a form of buying and selling with a deferred payment. In a sense, the goods are delivered first to the buyer, and then the payment is made in instalments or according to a mutually agreed agreement.

B. Legal Basis *Ba'i Bi Al-Tsaman Al-'Ajil*

1. The Qur'an

The legal basis of *ba'i bi al-tsaman al-'ajil* is not specifically explained in the Qur'an. Still, it is guided by the basic law of buying and selling or the generality of verses about buying and selling contained in Surah Al-Baqarah, verse 275 and verse 282, which are related to the permissibility of the law of

²⁵ Chairul Fahmi et al., "Defining Indigenous in Indonesia and Its Applicability to the International Legal Framework on Indigenous People's Rights," *Journal of Indonesian Legal Studies* 8, no. 2 (November 8, 2023): 1019–64, <https://doi.org/10.15294/jils.v8i2.68419>.

²⁶ Ascarya, 2008, *Akad and Product of Syari'ah Bank*, Jakarta: PT Raja Grafindo Persada. Page 192

²⁷ Muhammad Yasir Yusuf, 2004, *People's Economic Institutions: Islamic Banks and Islamic Financial Institutions*, Banda Aceh: Ar-Raniry Press p 61

²⁸ Syamsul Effendi, -Selling and Buying with a Fund Transfer System through a Bank in an Islamic View, *Journal of Multiparadigma Accounting* Vol. 4 No. (November, 2017): 121.

buying and selling on a deferred basis. And an-nisa verse 29 about the prohibition of taking the rights of others.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۚ وَلَا تَقْتُلُوا
أَنفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: O you who believe, do not eat each other's wealth by means of unlawful means, except by way of mutual trade between you. And do not kill yourselves; surely Allah is Most Merciful to you." (An-Nisa 29)²⁹

This verse explains that the law in the transaction of buying and selling or trading strictly prohibits eating or taking goods or property of others or their own property unlawfully. Unlawfully eating property, for example, such as using their property in a way of immorality, such as gambling, usury, and cheating.

لَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا
الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَىٰ فَلَهُ مَا سَلَفَ
وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَٰئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Meaning: Those who eat usury cannot stand except as one who staggers because of a demon. This is because they say that buying and selling is the same as usury. But Allah has made buying and selling lawful and usury unlawful. If a warning from his Lord comes to him (concerning usury), then he stops, and what he used to earn is his, and it is up to Allah. Whoever repeats (the usury transaction) is among the inhabitants of Hell. They shall abide therein. Al baqarah 275³⁰

This verse explains that Allah SWT does not prohibit the practice of buying and selling. Still, Allah prohibits/forbids usury because usury is an unlawful act that brings harm and defilement and economic chaos, which can cause conflict in society.³¹

²⁹ Abdul Rahman Ghazaly, Ghufro Ihsa & Sapiuddin Shiddiq, *fiqh muamalah*, (Jakarta: Prenada Media Group, 2018), 5th cet. pp. 69

³⁰ Ministry of Religious Affairs, *Al-Quran and its Translation*, (Bandung: Jumanatul, 2004), p. 75. 75

³¹ Ahmad Mustafa al-Maraghi, 1993, *Tafsir al-Maraghi*, Ter. Bahrnun Abu Bakar and

Usury itself is an increase in Muamalah in the form of money and food, both regarding the amount and proportion of time. The two verses above provide an explanation that buying and selling activities have a very strong syar'i legal basis. In principle, buying and selling is always valid if it is done on the basis of mutual consent between the two, as this principle of mutual consent states that any form of will between the parties must be based on Muamalah from the will of others. Buying and selling have social advantages and disadvantages; when one denies the cause of the disadvantages are manifold. Based on this, all transactions (buying and selling) that a man does under the law are permissible unless there is a reason that prohibits such transactions. This verse refers to business transactions or events in Muamalah. That Allah SWT forbids it for Muslims to spend the property of others for nothing means financial transactions that violate sharia.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَى أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسَ مِنْهُ شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمَ وَ أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَى أَجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجْرَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِنْ تَفَلَّوْا فَإِنَّهُ فُسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Meaning: O you who believe, when you do business not in cash for a fixed time, write it down. And let a writer among you write it down correctly. And let not the writer be reluctant to write as Allah has taught him, but let him write, and let the debtor estimate (what he will write), and let him fear Allah his Lord, and let him not diminish any of his debts. If the debtor is of weak mind or incapable of estimating, then let his guardian estimate honestly. And witness it with two witnesses from among your men. If there are not two men, then (it is permissible) a man and two women of witnesses whom you approve, so that if one forgets, the other reminds him. The witnesses should not be reluctant to give evidence when called upon; and do not be weary of writing down debts, small or great, until the time for payment has come. (Write down dealings), unless it is cash

trade which you carry on between you, then there is no sin on you if you do not write it down. And testify when you buy and sell, and do not make it difficult for the writer and the witness. If you do so, then surely it is unrighteousness on your part.

2. Hadith

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ قَالَ: ثَلَاثٌ فِيهِنَّ الْبَرَكَهَةُ: إِلَى أَجَلٍ، وَالْمُقَارَضَةُ، وَخَلْطُ الْبُرِّ بِالشَّعِيرِ لِلْبَيْتِ لَا لِلْبَيْعِ

The Prophet said, 'There are three things that are blessed: buying and selling not in cash, lending, and mixing wheat with barley for household use, not for sale.'" (Reported by Ibn Majah from Shuhaib).

In this Hadith, the Prophet SAW said that selling with deferred payment is a blessing, because selling by giving a grace period will ease the burden on buyers who are less able to pay off their purchases. This is permissible in Islam, and there is no prohibition as long as the transaction is carried out on the basis of agreement and on the basis of willingness between the two parties to the transaction. The Hadith refers to buying and selling with deferred payment, such as bai' bitsaman ajil, where payment is made on a deferred basis. Bai' bitsaman ajil is a sale and purchase that is permitted in Islam because in it no sale and purchase is carried out invalidly and contrary to Shara, and transactions are carried out on a consensual basis or with the pleasure of both parties.³²

The Prophet SAW said in a hadith narrated by Imam Bazzar, which reads:

عَنْ رِفَاعَةَ بْنِ رَافِعٍ رَضِيَ اللَّهُ عَنْهُ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ سُئِلَ: أَيُّ أَكْسَبِ أَطْيَبُ؟ قَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ، وَكُلُّ بَيْعٍ مَبْرُورٍ. (رَوَاهُ بَزَّازٌ، وَصَحَّحَهُ رَاكِمٌ).

Meaning: Rif'ah Ibn Rafi reported that the Prophet was asked, "What is the best business? Rasulullah SAW answered, "The effort of a person with his own hand and every sale that is mabrur (honest)." (H.R. Al-Al-Bazzar and authenticated by Al-Hakim).³³

³² Raudhatul Jannah, Chairul Fahmi, and Azka Amalia Jihad, "Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah," *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (June 2, 2024): 1-25.

³³ Fatwa DSN NO.110/DSN-MUI/IX/2017 concerning Sale and Purchase Agreements.

The Hadith explains that humans are encouraged to work and try; in addition to praying, humans are encouraged to try to fulfil their needs, because a result will not come by itself without the intervention / hard work of the human being himself. Although the results are not much, the treasures obtained from this hard work are more blessed and will cause a sense in the human being to appreciate the treasures obtained, namely by not wasting them in vain. And the Prophet said to work with his hands and do good buying and selling, for this good trade is a transaction that is carried out by fulfilling the criteria of sharia, which of course goods traded should be halal goods and done in the right way according to Islam, namely by not committing usury and fraud / gharar. And a mabrur sale is a sale that fulfils the terms and conditions of sale, is free from problematic sales, is built on honesty, and avoids fraud and deception.

C. Terms and Conditions of Ba'i Bitsaman 'Ajil

The pillars of *ba'i bitsaman ajil* are not much different from buying and selling in general; according to the majority of scholars, the pillars of buying and selling are four, namely:³⁴

1. Some people act or *al-muta'qidain* (sellers and buyers).
2. There is a *shighat* (recitation of ijab and qabul)
3. Items
4. There is an exchange rate for goods (price)

The conditions that must be fulfilled in a bai' bitsaman ajil transaction include:

1. The parties to the transaction, in a bai bišaman ajil contract, are the seller and the buyer. The fiqh scholars agree that the person who makes the sale and purchase contract must fulfil the conditions:
 - a. Reasonable. Therefore, the sale and purchase made by a child who is not yet of sound mind and a madman is not valid. As for buying and selling transactions carried out by young children who have mumayyiz must be with the permission of their guardians. In this case, the guardian of a child who has mumayyiz really considers the interests of the child.
 - b. Transaction actors are different people, meaning that a person cannot act as both seller and buyer at the same time.

³⁴ Aliamin and Ichlas Fadhilah, The Effect of Bitsaman Ajil Financing on Increasing Small Business Income at Baitul Qiradh Baiturrahman Madani National Amil Zakat Agency in Banda Aceh City in 2013, Muhammadiyah Accounting Journal Vol.5 No. 1 2014, p.56.

2. Shighat (Ijab and Kabul). The expressions of the parties to the transaction that indicate their willingness to agree. The conditions associated with ijab and kabul are:
 - a. The person who utters it has reached the age of puberty and is of sound mind.
 - b. The Kabul must be in accordance with the Ijab. If the Ijab and Kabul do not match, the sale is not valid.
 - c. Ijab and Kabul are done in one assembly. This means that both parties to the sale and purchase are present and discussing the same topic.
3. The goods being traded. The conditions associated with the goods being traded are:
 - a. Holy, unclean goods are not valid for sale and cannot be used as money for purchase, such as carcasses that have not been tanned.
 - b. The goods exist, or there is no place, but the seller declares his ability to procure the goods. For example, in a shop, because it is impossible to display all the merchandise, the trader places some of it in the warehouse or still in the factory, but convincingly the goods can be presented according to the agreement of the buyer and the seller. The goods in the warehouse and in the factory process are regarded as existing goods.
 - c. They can be utilised and are beneficial to humans. Therefore, carrion, alcohol and blood are not valid objects of sale, because in the view of Shara' such objects are not beneficial to Muslims.
 - d. Owned by someone. It is not permissible to sell goods that are not yet owned by someone, such as fish in the sea or gold in the ground, because the seller does not yet own the fish and gold.
 - e. It may be delivered at the time of the contract, or at a mutually agreed time during the transaction.
4. Terms of Exchange Rate (price of goods)
 - a. The price agreed by both parties
 - b. It can be delivered at the time of the contract, even if it is by legal means such as payment by cheque or credit card. If the price of the goods is paid later (owed), then the time of payment must be clear.

- c. If the sale is made by exchanging goods (al-muqayadah), then the goods used as exchange value are not goods that are prohibited by shara', such as pork and alcohol, because these two types have no value in shara'.

D. Bai' Bi Al-Tsaman Al-'Ajil Sale and Purchase Practices

1. Overview of Celala Sub-district, Central Aceh District

The development of coffee in the Gayo highlands continues to experience a very rapid increase; this is motivated by the location that is in the mountains, and this location is very strategic if used as plantation land. Due to the fertility of coffee plants and the quality produced, which is also very good, coffee plants have a lot of appeal and high prices. This is what makes coffee plants the main income for the lives of local people.³⁵

Kabupaten Aceh Tengah is a highland with an altitude between 200 and 2,600 metres above sea level, with an area of 4,454.50 km². The area of Kabupaten Aceh Tengah is administratively divided into 14 sub-districts, with a total of 295 villages, where the largest sub-district is in Linge Sub-district with 48% of the total area. One of the sub-districts is Celala Sub-district, which has a population of 182 families and 604 people and is bordered to the north by Makmur Village, to the south by Melala Village, to the west by Ramung Ara Village, to the east by Jerata Village, and Silih Nara Sub-district. The area of Celala Sub-district, Central Aceh District is 136.21 square kilometres. Celala Sub-district has its capital in Berawang Gading.

Based on the slope group, the Central Aceh Regency area is dominated by a slope of 25%-40% with an area of 184,932.46 Ha or 41.52% of the total district area. Agricultural land utilisation is generally used as a coffee plantation with an altitude of 1000-1500 masl. The area according to altitude is detailed as follows.

Table1: The Altitude and Area in Aceh Tengah District

³⁵ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 3, no. 2 (2022): 89-103, <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

No.	Elevation (above sea level)	Area (Ha)	%
1	100-250	127,41	0,03%
2	250-500	20.919,72	4,70%
3	500-750	54.738,76	12,29%
4	750-1.000	61.686,22	13,85%
5	1.000-1.250	77.834,09	17,47%
6	1.250-1.500	90.645,32	20,35%
7	1.500-1.750	107.711,95	24,18%
8	1.750-2.000	29.376,90	6,60%
9	>2.000	2.363,76	0,53%
Total		445.404,13	100%

2. Practice and Analysis of Bai' Bi Al-Tsaman Al-'Ajil Sale and Purchase

The sale of this coffee every year can provide very supportive and very profitable income for both coffee farmers and *toke* or coffee agents themselves. The benefits that can be provided from this coffee plant are very diverse; the leaves can be processed into tea, the seeds into coffee powder, the skin of the coffee fruit can be used as organic fertiliser and healthy tea drinks, and even if the coffee plant has pests, the growth of balues on this stem can be used as medicine. Buying and selling is a transaction using a system of exchanging an item/object followed by an element of willingness between the two parties. Buying and selling coffee in Central Aceh has been going on for many years, and now many parties have begun to contribute to developing the coffee plantation sector. The majority of the population in Central Aceh district work as planters. This is a common thing or common to see that Central Aceh is one of the highlands in Aceh. This is also what motivates the community to make coffee plants as the main income or as an additional source of income in the midst of unfavourable economic conditions, because coffee plants are very suitable if planted in the Gayo highlands, especially for Bener Meriah and Central Aceh / Takengon Districts.

The measuring devices used by the people of Central Aceh district are actually of several kinds: the first is the use of bamboo /are measuring medium, the second uses a measure loaded with five bamboos, and the third

uses a canned medium loaded with 10 *bamboos*. referred to as *bamboo* because its shape resembles a tube/bamboo plant that has segments, and the second designation of this tool is known as *are*. *Bamboo* is a measuring tool used by the Gayo community to calculate the coffee harvest either in the form of *gelondong* or *grain*, this form of pumpkin/green *bean* coffee already uses a kilogram scale system, no longer using the bamboo measuring system because at this stage *the toke* assesses in terms of water content no longer from the number of measures but how much the weight of the coffee beans is. This *bamboo* measure is a unit of measurement commonly used by the people of Aceh in buying and selling rice; usually, this tool is used as a measuring tool that must be issued when it is time to pay zakat fitrah. The term bamboo in Aceh is known as *are*. This *bamboo/are* has a load size of 1/16 *naleh* or 6 *mok* / equivalent to the size of 2 litres. In the highlands of Gayo, this bamboo is also used to measure rice when buying and selling rice; in this area, it also uses *bamboo/are* for rice purchases.³⁶

The measurement and calculation of the measuring instrument used in measuring coffee fruit have been agreed upon for many years. So that this measuring tool has become a traditional measuring tool used for generations and is considered to be a valid measuring tool for measuring the results of the coffee fruit harvest; this measuring instrument is considered an official measure in coffee transactions because of the habit of the surrounding community using this tool. Many advantages can be obtained from using this measuring tool, so that it is considered to make it easier for coffee planters, and this tool can also minimise cheating by farmers in conducting coffee transactions.

The price offered by these coffee *toke* also varies greatly, depending on the type. In general, there are 2 types of coffee purchased by coffee *toke*, namely *gelondong* / coffee beans that are still intact, not yet separated from the pulp,³⁷ and *grain*/coffee beans. The most expensive coffee beans are *green bean* coffee beans. This is because *green bean* coffee beans are obtained through a long process, starting from grinding, separating the beans, and drying the coffee beans. The price of coffee fruit is usually determined by the *toke* in the village or sub-district, which is done by following the existing market flow; of course, regular checks must accompany it on prices and market developments. However, not all, but there are some *toke* who still have big *toke* again, so that third parties determine changes in the price of buying and selling coffee. To

³⁶ Syamsuddin Daud, *Adat Meugöe*, (Banda Aceh: Indatu BookStore, 2009), 67

³⁷ <https://kbbi.lektur.id/kopi-gelondong>, accessed on 12 January 2025

provide the selling value of the price of gelondong coffee, usually the *toke* in this village sets a price that is not much different. In order to maintain partners and a sense of brotherhood in the form of not dropping the business of other *toke*. So that there is an agreement on the price of buying and selling coffee. The current price of *gelondong* coffee in the Celala sub-district is around Rp.16,000/bamboo and Rp.40,000.00/kg for coffee beans that have gone through the process of separating the skin and beans.³⁸

E. Analysis of Bai' Bi Al-Tsaman Al-'Ajil Sale and Purchase Practices

Buying and selling according to Islamic law is allowed as long as it does not contain elements of usury. Bai'bitsaman ajil is one of the transactions in Islamic buying and selling. Based on the results of interviews and observations of researchers in the field regarding buying and selling coffee in Celala District, Central Aceh Regency, there are still several things that are not in accordance with or violate Islamic law.³⁹

1. *Al-Muta'qidain* are the parties *to the* transaction, namely the first party and the second party, namely the *toke* and the coffee farmer. In the implementation of this bai 'bitsaman ajil who makes the contract should meet the requirements. Reasonable, own will or no coercion, puberty. As Allah's word in the Al-Qur'an, letter An-Nisa' verse 5: *And do not hand over to those who are not yet perfect in their minds the property (those in your power) which Allah has made the basis of life. Give them shopping and clothing (from the proceeds of the property) and say to them good words."*

In terms of the subject of this contract, it is in accordance with Islamic law, because when the transaction is carried out, usually carried out by adults. In coffee sales transactions, it can usually be done in several ways: the first is to contact the *toke* to pick up or pick up coffee in the garden/place of the coffee seller; the second is by delivering coffee to the *toke's* place.

2. The goods being bought and the goods being sold are owned by the seller, meaning that the seller must have the right to transfer the goods to the buyer. In Islam, it is forbidden to take the rights or property of

³⁸ Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS."

³⁹ Nabila Afriola and Cecep Sholeh Kurniawan, "PROVISION OF SAHARA SAVINGS BONUSES AT BANK ACEH SYARIAH BANDA ACEH BRANCH," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 30, 2023): 64-85, <https://doi.org/10.1234/jurista.v7i1.67>.

others without the permission of the owner of the property. In this case, the broker will see and assess the quality of the coffee and then tell the price of the coffee.

3. There is an exchange rate for goods (price); buying and selling transactions in society require the community itself to have full awareness of the importance of honesty in buying and selling. And as the perpetrator of buying and selling, he should make sure that it is clear what is being traded, whether the form and quantity are in accordance with or not with what has been agreed upon. That way, the community also benefits, and no one is harmed. The community has played a role in minimising the occurrence of misunderstandings in the sale and purchase of coffee fruit. The practice of buying and selling coffee fruit is usually carried out by providing mutual information regarding the price given by the *toke* and regarding the clarity of the coffee fruit from the planters. So that before the planters hand over the results to the *toke*, they will be given the opportunity to confirm the price first, and vice versa, the *toke* is given the opportunity to ask several things about the coffee fruit brought by the planters.
4. There is *shighat* (recitation of *ijab* and *qabul*) after the two parties agree. Then the *toke* will ask whether the transaction is in accordance with the concept of buying and selling, which should have certainty in the size of the measure and the price rate given to avoid fraud or irregularities such as fraud / *gharar* in the transaction. By behaving honestly, we can still benefit, such as if in a transaction, to determine a price of an item is determined by an agreement obtained from the results of deliberation.⁴⁰

In buying and selling must be based on a sense of mutual convenience.⁴¹ So if fraud in this coffee buying and selling transaction occurs repeatedly, the buyers/coffee shoppers will complain about this and cause a sense of unwillingness because they feel cheated by the sellers/growers. With this sense of unwillingness, social relations in this coffee trade can break down. Because basically we have been forbidden to take the rights of others. As Allah SWT says in Q.S. An-Nisa verse, the essence of this verse is that we are

⁴⁰ Fathoni, The Concept of Selling and Buying in Fatwa DSN-MUI, *Economica: Journal of Islamic Economics*, 4(1) (2013): pp: 51-82. 77, 78.

⁴¹ Sayid Sabiq, *Fiqh Sunnah*, (Jakarta: Cakrawala Publising, 2008), volume 5, p:158

prohibited from doing harm to others by taking their rights. If buying and selling coffee, you should use the method that has been taught by religion, namely by not deceiving others in terms of quality, price, nominal yield, and the origin of the coffee must be clear.⁴²

The sale and purchase of coffee is still considered valid because there are still many parties who realise the importance of honest behaviour. Many of the planters still use the services of *toke* to measure their crops, namely by weighing in front of sellers and coffee buyers directly. The payment system is carried out transparently, namely by giving a note to the planters and paying the money in cash. However, based on the analysis conducted by the author in Celala District, Aceh Tengah, the terms and conditions of buying and selling have been fulfilled. However, the practice is still not in accordance with Islamic law, where there are still many forms of fraud that occur in the field.⁴³

Based on the description above, the practice of buying and selling coffee with the *Ba'i Bitsamani' Ajil* system in the village is an invalid sale and purchase (*bathil*) because it is found that one of the pillars or conditions is still not fulfilled in the coffee sale and purchase transaction

CONCLUSIONS

In buying and selling, Islam has regulated the rules of buying and selling, and we as Muslims should make transactions according to the rules that have been set. Also, Islam has regulated ethics in buying and selling so that transactions that occur do not benefit or harm one of the parties. The pillars of *ba'i bitsaman 'ajil* are not much different from buying and selling in general; according to the majority of scholars, the pillars of buying and selling are four, namely:⁴⁴ Some people have an agreement or *al-muta' aqidain* (seller and buyer), there is a *shighat* (recitation of *ijab* and *qabul*), and the goods purchased have an exchange value for goods (price).

With this, it can be concluded that in the sale and purchase of coffee with the *ba'i bitsamani' ajil* system in Celala District, Aceh Tengah district carried out

⁴² Chairul Fahmi and Wira Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (July 23, 2023): 28-39.

⁴³ Rahmad Kurniawan, Nur Asnawi, and Chairul Fahmi, "Juridical-Philosophical Review of the Position of Sharia Compliance in Islamic Banking in Indonesia," *Jurnal Ilmu Hukum Tambun Bungai* 9, no. 2 (2024): 531-45.

⁴⁴ Aliamin and Ichlas Fadhillah, The Effect of Bitsaman Ajil Financing on Increasing Small Business Income at Baitul Qiradh Baiturrahman Madani National Amil Zakat Agency in Banda Aceh City in 2013, *Muhammadiyah Accounting Journal* Vol.5 No. 1 2014, p.56.

by some people, several factors encourage payment with the ba'i bitsamani'ajil system or deferral. The first is the desire of the coffee seller who wants to leave his money with the coffee bean buyer whom he entrusts as a place to deposit money. The second factor is the desire of the coffee buyer (*collector/toke*), where some of the funds are not yet available on that day, so that there is a payment with the ba'i bitsamani'ajil system, where the agreement is made when the sale and purchase takes place. The contract verbally determines the time of collection, and discussing that payment by ba'i bitsamani'ajil, whether it is written or not written on the note, if it is written then a note will be given at the time of the sale and purchase, and when collecting funds the coffee seller must bring a note given at the time of sale of coffee, which contains the amount of funds available at the coffee collector. However, in this case it was found that some *toke* did not pay according to the initial agreement, and in the unwritten sale and purchase agreement there was also a difference in the amount of money handed over with the initial amount of the transaction. As for Islamic law, the practice of buying and selling coffee beans with payment with the ba'i bitsamani'ajil system has fulfilled the pillars and conditions of *bai' bitsaman ajil*, which have been regulated in shara' (Islamic law), but can turn invalid if one of the contracts is not fulfilled (denied) when the agreement has not been completed and can harm fellow parties, where it has been explained in QS. An-Nisa':29, which explains that it is forbidden to eat wealth, seeking wealth through means that are not justified by shara'.

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