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Islamic Economic Law Study on Under-the-Counter Car Credit Sales at Ijonk Jaya Showroom, Aceh Besar

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Abstract

The growing demand for motor vehicles has led to the emergence of informal car credit sales as an alternative form of financing that is easier and more flexible. This study aims to analyse the practice of private car credit sales, identify the factors underpinning it, and examine its compatibility with the principles of Islamic economic law. This study employs a qualitative approach using field research methods, with data collection techniques including interviews, observation, and documentation. The results indicate that these credit transactions are conducted directly between the seller and the buyer without involving formal financing institutions, based on simple agreements founded on trust. The primary factors underpinning this practice include ease of access, consumers' economic circumstances, business strategies of the operators, and the influence of the social environment. A review of Islamic economic law indicates that these practices do not yet fully comply with the principles of contractual clarity, justice, and transparency, and thus potentially contain elements of gharar and legal uncertainty. Therefore, improvements are required in the transaction system through the drafting of clearer contracts and an

enhanced public understanding of the principles of Islamic economic law to ensure fair, secure, and Sharia-compliant transactions.
KEYWORDS: Sharia economic law, Car credit sales, Private transactions

Introduction

The automotive sector in Indonesia has experienced rapid growth in recent years, in line with the public's increasing need for efficient and flexible means of transport. Four-wheeled vehicles are no longer viewed as a symbol of luxury but have transformed into a necessity supporting daily activities, particularly in urban areas and their surrounding regions. This situation has prompted the public to seek more affordable alternatives for vehicle ownership, one of which is through credit purchase schemes. Credit schemes are considered to offer convenience as they allow payments to be made in instalments according to the consumer's financial capacity.[1] This phenomenon indicates a shift in public consumption patterns that are becoming increasingly adaptable to modern financing systems.[2] These changes are also influenced by the dynamics of the automotive industry, which continues to evolve over time.[3]

The practice of purchasing vehicles on credit is generally carried out through official financing institutions such as banks or leasing companies that possess legal standing and clear contractual systems. The reality on the ground reveals the emergence of alternative transaction forms within society, namely direct vehicle credit sales conducted between sellers and buyers without involving formal financial institutions. This transaction pattern is often referred to as 'under-the-table' sales as it is based solely on simple agreements without adequate legal documentation. This practice is widely found in various regions, including Aceh Besar Regency, one instance of which occurred at the Ijonk Jaya Mobil Showroom. This system offers procedural ease and flexible requirements,

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[1] Akbar. C et al., "MANAJEMEN RISIKO DI PERBANKAN SYARIAH," *Milkiyah: Jurnal Hukum Ekonomi Syariah* 1, no. 2 (2022), https://doi.org/10.46870/milkiyah.v1i2.230.

[2] D. A. Turkita and M. I. Hasmarini, "Factors Affecting Automotive Industry Production in Indonesia, 2019–2021," *Wahana Pendidikan Scientific Journal* 10, no. 14 (2024): 439.

[3] T. E. D. F. Gilalom, I. S. Saerang, and H. Tasik, "A Comparative Analysis of Financial Performance in Automotive Companies Using Single-Segment and Multi-Segment Approaches on the Indonesia Stock Exchange (IDX) for the Period 2017–2021," *EMBA Journal* 11, no. 2 (2023): 270.

which are considered more advantageous for some members of the public.[4] This situation indicates a tendency among the public to opt for informal channels to meet their economic needs.

This reality is inseparable from the various social and economic factors underpinning it, such as limited access to formal financing institutions, administrative requirements deemed complex, and the urgent need to own a vehicle. For business operators, this system serves as a strategy to expand the market and increase sales volume. Meanwhile, for consumers, private transactions are considered more practical as they do not require complex verification processes. The patterns of relationships that form tend to be informal and based on trust between both parties. This situation highlights the dynamics of a community economy developing outside the formal system, yet one that still carries significant legal implications.

The perspective of positive law in Indonesia places the contract as the primary basis for a transaction, making the validity and legal force of an agreement of paramount importance.[5] Contracts not drawn up in the form of an authentic deed are at a disadvantage in terms of proof should a dispute arise in the future. This situation often gives rise to problems such as breach of contract, unilateral withdrawal of the subject matter, and uncertainty regarding the parties' liabilities. The weak legal standing of private transactions makes the dispute resolution process more difficult and potentially detrimental to one of the parties.[6] These issues become even more complex when there is no adequate legal protection for the aggrieved party.[7]

An examination from the perspective of Islamic economic law provides a broader analytical dimension to such credit sale practices. Islam fundamentally permits credit sale transactions provided they adhere to the principles of justice,

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[4] Ahmad Luthfi, M. Said, and Mirna Apriyani, "An Analysis of Motorcycle Loans through Leasing," *Al-Mizan: Journal of Islamic Economics* 6, no. 1 (2023): 100.

[5] 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.

[6] E. N. Manurung, Y. Pujiwati, and A. Afriana, "The Validity of Agreements and Legal Consequences of the Assignment of a Home Loan Debtor via a Private Agreement," *Acta Diurnal Journal of Notarial Law* 6, no. 2 (2023): 165.

[7] N. Wakono, Y. Rahmatiar, and M. Abas, "Legal Certainty Regarding Home Ownership under a Mortgage Loan for Buyers Acting in Good Faith," *Collegium Studiosum Journal* 6, no. 2 (2023): 425.

contractual clarity, and do not contain prohibited elements such as usury (riba), *uncertainty (gharar)*, and oppressive practices. *The* concept *of 'ba'i bi tsaman ajil'* serves as the basis for the legitimacy of credit transactions in fiqh muamalah, though its implementation must meet certain conditions.[8] Informal credit transactions risk creating contractual ambiguity and weak protection for the parties involved. Information asymmetry and the absence of oversight mechanisms may also create opportunities for irregularities in transactions. This situation indicates that not all credit practices developing in society are in line with Sharia principles.[9] Several research findings also indicate violations of the principle of justice in similar practices within society.[10]

Various previous studies have examined credit trading practices from various perspectives, whether in a digital context, within formal institutions, or in consumer goods transactions. Research findings reveal a tendency for issues related to the clarity of contracts, legal protection, and potential non-compliance with Sharia principles. A study on digital app-based credit transactions highlights the presence of additional costs that may constitute usury, as well as weak consumer protection.[11] Another study on informal credit transactions emphasises the legal risks arising from the absence of formal legal recognition.[12] Low levels of legal literacy and understanding of Islamic economics also constitute significant factors influencing transactional practices within society.

The limitations of this study indicate that there is scope for further research to gain a more comprehensive understanding of this phenomenon. The research should focus not only on formal legal aspects, but also on practical realities on the ground and their alignment with the principles of Islamic economic law. An in-depth analysis is expected to provide a complete picture of the transaction mechanisms, causal factors, and the resulting legal

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[8] Iwandi Iwandi, Rustam Efendi, and Chairul Fahmi, "THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), https://doi.org/10.22373/al-mudharabah.v5i2.3409.

[9] Miftakhul Huda, "Legal Aspects of Credit-Based Sales Transactions and Their Correlation with Muslim Consumption Behaviour," *El-Faqih: Journal of Islamic Thought and Law* 8, no. 1 (2022): 22.

[10] E. Sarmigi, W. Okataria, B. Bustami, S. Nasution, and S. B. Harahap, "A Review of the Credit Purchase System for Household Furniture from an Islamic Economic Perspective in Kerinci Regency," *Balanca: Journal of Islamic Economics and Business* 7, no. 1 (2025): 5.

[11] Faiha Nur Baiti and Irvan Iswandi, "Analysis of Online Credit Transactions on the Akulaku App from the Perspectives of Positive Law and Islamic Law," *Journal of Multidisciplinary Research* 1, no. 3 (2022): 372.

[12] Rizki D. Apriani, "Legal Analysis of Over-Credit House Sales by Private Agreement from the Perspective of Sadd Adz-Dzari'ah," *Al-Sulthaniyah* 14, no. 2 (2025): 330.

implications. This approach is important because community economic practices often develop faster than the regulations governing them. This study also seeks to link theory and practice in order to produce relevant recommendations.

Based on the above, this study aims to analyse the practice of private car credit sales occurring at the Ijonk Jaya Mobil Showroom in Aceh Besar Regency, identify the factors underlying this practice, and assess its compliance with the principles of Islamic economic law. This study is expected to make a scientific contribution to the development of Islamic economic law studies and provide a better understanding for the public and business operators. Furthermore, the results of this study are also expected to serve as a basis for formulating fairer, more transparent, and legally compliant transaction practices.

Data and Method

This research employs a qualitative approach using field research,[13] aimed at gaining an in-depth understanding of the practice of private car credit sales occurring at the Ijonk Jaya Mobil Showroom in Aceh Besar Regency. The qualitative approach was chosen as it is capable of comprehensively describing social phenomena whilst emphasising meaning, processes, and the realities occurring within society. This study is also combined with a normative approach to examine the conformity of these practices based on positive law and the principles of Islamic economic law derived from the Qur'an, Hadith, and the rules of fiqh muamalah. Primary data was obtained through in-depth interviews with showroom owners, consumers engaging in credit transactions, and parties knowledgeable in Islamic economic law, thereby providing an empirical picture of the transaction mechanisms in operation. Additionally, field observations were conducted to directly observe the buying and selling process, the form of agreements, and the patterns of interaction between sellers and buyers. Secondary data was obtained from various academic sources such as books,

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[13] Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

journals, and relevant legislation to strengthen the research analysis.[14] Data collection techniques were carried out through observation, interviews, and documentation to ensure the information obtained was more accurate and scientifically accountable. Data analysis was conducted qualitatively through the stages of data reduction, data presentation, and inductive conclusion-drawing, thereby yielding a comprehensive understanding of the practices under investigation.[15] This approach is expected to elucidate the relationship between practical realities in the field and applicable legal norms, both from the perspective of positive law and Islamic economic law.

The Practice of Under-the-Counter Car Credit Sales

The practice of private car credit sales taking place at the Ijonk Jaya Mobil Showroom in Aceh Besar Regency reveals a pattern of transactions conducted directly between the seller and the buyer without involving formal financing institutions. Based on field observations, the transaction process begins with the consumer selecting a vehicle, followed by price negotiations between the two parties. The agreement covers the amount of the down payment and the size of the instalments to be paid over a specific period. A showroom representative explained that this system is implemented to provide convenience to consumers who cannot access financing through official institutions. Such transaction patterns reflect the growth of informal financing systems within the community, which prioritise flexibility over administrative procedures.[16]

In practice, the contract is executed simply without going through a legalisation process as in the formal financing system.[17] Based on the interviews, the agreement between the seller and the buyer is generally only set out in a simple statement on stamped paper; in some cases, it is even made verbally. The

[14] U. Sulung and M. Muspawi, "Understanding Research Data Sources: Primary, Secondary, and Tertiary," *Jurnal Edu Research Indonesian Institute for Corporate Learning and Studies (IICLS)* 5, no. 3 (2024): 112.

[15] Qomaruddin and H. Sa'diyah, "A Theoretical Study on Data Analysis Techniques in Qualitative Research," *Journal of Management, Accounting and Administration* 1, no. 2 (2024): 80.

[16] Ahmad Luthfi, M. Said, and Mirna Apriyani, "Analysis of Motorcycle Loans through Leasing," *Al-Mizan: Journal of Islamic Economics* 6, no. 1 (2023): 100.

[17] Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1–23, https://doi.org/10.22373/JURISTA.V7I1.42.

contents of the agreement usually include the identities of the parties, the price of the vehicle, the instalment amount, and the payment period. Provisions regarding penalties or dispute resolution are not set out in detail in these documents. This situation indicates that the legal enforceability of the agreements remains weak and has the potential to cause problems in the event of a breach of contract. This is consistent with the view that handwritten agreements have limited evidential value in law.[18]

The payment mechanism in this system is carried out directly to the showroom with a flexible instalment plan. Based on interviews with consumers, instalment payments are generally made monthly in accordance with the buyer's financial capacity. The showroom does not use a standardised administrative system, so transaction records are still kept manually. Field observations indicate that records are kept only in the form of simple internal books or notes. This situation suggests that there is currently no adequate accountability system in place for managing financial transactions. Such practices reflect a management approach that remains traditional and has not yet been integrated with modern administrative systems.

The relationship between seller and buyer in this practice is based on a significant element of trust. Based on interview results, the showroom stated that trust forms the primary basis for operating the informal credit system. Consumers deemed to be of good faith are usually granted flexibility in the transaction process, including regarding payment adjustments. On the other hand, consumers also view this system as more practical as it does not require a complex verification process. Such a relationship pattern demonstrates the strong influence of a social culture that prioritises trust in community economic activities.

Problems in this practice generally arise when the buyer defaults on instalment payments. Based on the interviews, the showroom has a policy of repossessing the vehicle if the consumer is unable to continue making payments as agreed. Such actions are often taken without following clear dispute resolution mechanisms, thereby potentially causing conflict between the two parties. The absence of standard procedures for handling breaches of contract

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[18] E. N. Manurung, Y. Pujiwati, and A. Afriana, "The Validity of Agreements and Legal Consequences of the Transfer of Debtors in Private Home Ownership Loans," *Acta Diurnal Journal of Notarial Law* 6, no. 2 (2023): 165.

means that problem resolution depends on unilateral policies. This situation highlights the weakness of legal protection in informal transaction practices. This situation also reflects the risk of legal uncertainty in transactions that lack adequate legal standing.[19]

An overview of these practices shows that private car credit sales at the Ijonk Jaya Mobil Showroom are characterised by an emphasis on convenience, flexibility, and trust-based relationships. This system provides a solution for people with limited access to formal financing institutions. However, weaknesses in terms of legality, administrative record-keeping, and dispute resolution mechanisms indicate the presence of significant potential risks. This situation reflects a gap between the economic needs of the community and the prevailing legal system, thereby giving rise to alternative practices that have developed socially but do not yet fully meet ideal legal standards.

Factors Contributing to the Occurrence of Under-the-Counter Car Loan Transactions

The prevalence of informal car loan transactions at the Ijonk Jaya Mobil showroom cannot be separated from a range of interrelated factors, relating to consumers, business operators and the wider social context. Based on interview findings, one of the main reasons consumers opt for this system is the ease of the transaction process, which does not require complex administrative formalities. Consumers are not required to provide formal documents such as proof of a fixed salary or a good credit history, as is required by official financing institutions. This situation provides wider access for people who previously struggled to obtain vehicle financing through formal channels. This phenomenon indicates that limited access to financial institutions is a key factor driving the emergence of informal credit practices.[20]

Economic factors also play a dominant role in consumers' decisions to engage in informal transactions. Based on interviews with several buyers, the flexible payment system is considered more suitable for their financial circumstances. Consumers have the opportunity to adjust the instalment

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[19] N. Wakono, Y. Rahmatiar, and M. Abas, "Legal Certainty Regarding Home Ownership under a Mortgage Loan for Buyers Acting in Good Faith," *Collegium Studiosum Journal* 6, no. 2 (2023): 425.

[20] Ahmad Luthfi, M. Said, and Mirna Apriyani, "Analysis of Motorcycle Loans through Leasing," *Al-Mizan: Journal of Islamic Economics* 6, no. 1 (2023): 100.

amounts and the repayment period through direct agreements with the showroom. This flexibility is not found in formal financing systems, which tend to have stricter rules. Field observations indicate that negotiations between sellers and buyers take place openly, thereby enabling the reaching of agreements deemed beneficial to both parties.[21] These conditions demonstrate that a preference for a more adaptive system is one of the main driving factors behind this practice.

From the business operators' perspective, the implementation of an informal credit system is a strategy to enhance market appeal and expand the customer base. Based on interview findings, showroom operators acknowledge that this system attracts more buyers compared to cash payments or leasing. The convenience offered serves as an added value that can boost sales volume within a relatively short timeframe. Furthermore, this system affords business operators the flexibility to set payment policies without being bound by financial institution regulations.[22] These economic benefits provide a strong rationale for business operators to maintain this practice. This strategy demonstrates that business profitability significantly influences the sustainability of the informal credit system.

The social environment of the community also plays a role in shaping and maintaining the practice of informal credit sales. Based on observations, economic relationships at the local level are still heavily influenced by trust and social closeness. Transactions are not always based on the force of legal documents, but rely more on trust between individuals. Interviews with showroom staff revealed that the majority of consumers come from familiar circles, making trust the primary basis for transactions. Long-standing community customs of engaging in similar practices also reinforce the social legitimacy of this system.[23] These conditions indicate that cultural factors and

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[21] Wafa Ibra Syahra, Chairul Fahmi, and Shabarullah Shabarullah, "Legal Review of Dumping Practices in Indonesia: A Comparative Study of International Economic Law and Sharia Economic Law," *Priviet Social Sciences Journal* 6, no. 1 (January 7, 2026): 142–54, https://doi.org/10.55942/PSSJ.V6I1.1464.

[22] Syarifah Riyani, Chairul Fahmi, dan Rispalman, "TINJAUAN FIQH SIYASAH MALIYAH DALAM PENGELOLAAN DANA OTONOMI KHUSUS DI PROVINSI ACEH," *As-Siyadah* 3, no. 1 (2024), https://doi.org/10.22373/as-siyadah.v3i1.4219.

[23] Jarmanisa et al., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE

customs make a major contribution to the maintenance of informal economic practices within the community.

The level of public understanding regarding legal aspects, both positive law and Islamic economic law, also influences the occurrence of these practices. Based on interview results, some consumers admitted to not fully understanding the legal risks of informal ' ' transactions. Their primary focus is on the ease of acquiring a vehicle rather than the legal validity of the agreement. A lack of understanding regarding the importance of a valid contract and legal protection leads the public to underestimate potential future risks. This situation aligns with findings that low levels of Islamic economic law literacy can encourage transactions that do not fully comply with Sharia principles.[24] The lack of education in this field is one of the factors reinforcing the continuation of such practices.

These various factors indicate that the practice of private car credit sales is the result of an interplay between economic needs, business strategies, and social conditions within the community. The lack of balance between ease of access and legal protection is one of the main causes of the growth of this practice. Field observations show that the public tends to opt for systems that offer convenience, even if they carry certain risks. This situation reflects a gap in the formal financing system, which has not yet been fully able to accommodate the public's needs. This phenomenon also demonstrates that economic practices within society develop dynamically in response to existing social realities, even if they do not always align with applicable legal provisions.[25]

A Review of Islamic Economic Law Regarding the Practice of Under-the-Counter Car Credit Sales

Based on the practices and factors outlined above, further analysis is required to assess the compatibility of private car credit sales with the principles

CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (October 1, 2021): 126–46, https://doi.org/10.1234/JURISTA.V5I2.11.

[24] Miftakhul Huda, "Legal Aspects of Credit Sales Transactions and Their Correlation with Muslim Consumption Behaviour," *El-Faqih: Journal of Islamic Thought and Law* 8, no. 1 (2022): 22.

[25] E. Sarmigi, W. Okataria, B. Bustami, S. Nasution, and S. B. Harahap, "A Review of the Credit System for the Sale and Purchase of Household Furniture from an Islamic Economic Perspective in Kerinci Regency," *Balanca: Journal of Islamic Economics and Business* 7, no. 1 (2025): 5.

of Islamic economic law.[26] The practice occurring at the Ijonk Jaya Mobil Showroom can essentially be categorised as a *ba'i bi tsaman ajil* contract, i.e., a sale with deferred payment over a specific period. From a Sharia perspective, this transaction is permissible provided it fulfils the essential elements and valid conditions of a sale and purchase, such as the presence of contracting parties, a clearly defined object, a price agreed upon on a ' ' basis, and the exchange of 'ijab' and 'qabul' indicating the mutual consent of both parties. Based on the interview findings, the agreed price and instalment amounts in this practice were determined at the outset of the transaction between the seller and the buyer. This clarity indicates that some of the fundamental elements of the contract have been fulfilled. This condition is in line with the principle that credit sales are permitted provided they do not contain elements prohibited in Islam.[27]

Nevertheless, the results of observations and interviews indicate that the aspect of contractual clarity in this practice still has weaknesses that have the potential to give rise to elements *of gharar* or uncertainty. The agreement used does not contain detailed provisions regarding the rights and obligations of the parties, particularly concerning the resolution mechanism in the event of a breach of contract. One informant stated that agreements are usually only general in nature without clear details of penalties. This situation opens the door to differing interpretations should problems arise in the future. In Islamic economic law, the clarity of the contract is an essential requirement to prevent loss to either party. The element *of gharar* relates not only to the object of the transaction but also encompasses ambiguity in the process and consequences of the contract. This situation indicates that the practice in question does not yet fully meet the principle of transparency in muamalah.

The aspect of justice (*al-'adl*) is also a key benchmark in assessing these practices. Based on the interview findings, it was discovered that under certain conditions, the showroom unilaterally repossesses vehicles when consumers are late with payments. Such actions are taken without a dispute resolution mechanism having been agreed in detail at the outset. This situation indicates an

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[26] Chairul Fahmi and Syarifah Riyani, "ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT," *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 17, 2024): 89–104, https://doi.org/10.21580/WA.V11I1.20007.

[27] Miftakhul Huda, "Legal Aspects of Credit-Based Sales Transactions and Their Correlation with Muslim Consumption Behaviour," *El-Faqih: Journal of Islamic Thought and Law* 8, no. 1 (2022): 22.

imbalance of power between the seller and the buyer, particularly regarding decision-making. Under Sharia principles, every transaction must ensure a balance of rights and obligations and must not contain elements of oppression (*zulm*). This imbalance suggests that these practices do not yet fully reflect the value of justice, which forms the foundation of Islamic economic law.

This practice also needs to be examined in light of the potential for *usury* in the payment scheme applied. Based on the interview findings, the price of vehicles under the credit system is indeed higher than that of cash payments , but this was agreed upon at the outset of the transaction. Under Islamic economic law, such a price difference is permitted provided it is determined from the outset and remains unchanged throughout the duration of the agreement. Problems may arise if there are additional costs outside the initial agreement or unilateral changes to policy. Although formal penalties are not always imposed in the practices observed, a lack of clarity in the contract still leaves room for deviations. This indicates that consistency in the implementation of the contract is a key factor in avoiding usury in transactions.[28]

The dimensions of trust and responsibility are also aspects that cannot be overlooked in this practice. Based on observations, a transaction system that relies solely on trust without being supported by clear oversight mechanisms has the potential to lead to breaches of agreement.[29] One party can easily renege on their obligations in the absence of a robust control system. From the perspective of Islamic economic law, every transaction must be grounded in the values of honesty, responsibility, and commitment to the agreed contract. The absence of a system capable of ensuring the consistent implementation of the contract indicates that the value of trust has not yet been fully implemented in the practice of private car credit sales.

Based on this overall analysis, it can be understood that the practice of private car credit sales at the Ijonk Jaya Mobil Showroom is not yet fully in line with the principles of Islamic economic law. Several fundamental elements of the contract have indeed been fulfilled, particularly regarding the agreed price

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[28] I. Siregar, M. Rafly, and H. Sadri, "Credit in Islam from the Perspective of the Hadith," *Profit: Journal of Management, Business and Accounting* 3, no. 3 (2024): 175.

[29] Anis Abdul Rauf, Chairul Fahmi, and Muhammad Husnul, "THE LEGAL ENFORCEMENT OF CONSUMER PROTECTION LAW IN THE CIRCULATION OF IMPORTED PHARMACEUTICALS," *JURISTA: Jurnal Hukum Dan Keadilan* 10, no. 1 (February 24, 2026): 192–209, https://doi.org/10.22373/JURISTA.V10I1.363.

and the subject matter of the transaction; however, there remain weaknesses in terms of the clarity of the contract, fairness, and the potential for legal uncertainty. The results of interviews and observations show that this practice places greater emphasis on convenience and trust than on legal certainty and contractual clarity. These conditions place this practice in a category that tends towards *'syubhat'*—that is, situated between permitted practices and those that are potentially problematic. Therefore, improvements are required in the transaction system, particularly in the drafting of contracts that are clearer, more transparent, and possess sufficient legal force to align with the principles of justice and blessing in Islamic economic law.

Evaluation and Implications of Under-the-Counter Car Credit Sales Practices

The practice of private car credit sales developing at the Ijonk Jaya Mobil Showroom demonstrates both advantages and disadvantages that require comprehensive evaluation. The ease of procedures and flexibility in determining payment schemes are the main factors attracting public interest in using this system. The simple transaction process provides broader access for consumers who cannot meet the requirements of formal financing institutions. This situation indirectly helps the public meet their transport needs without complex administrative hurdles. Such flexibility also allows business operators to adapt their sales strategies to market conditions. However, the convenience offered is not matched by an adequate legal protection system.[30]

The main weakness of this practice lies in the legality and enforceability of the agreements used in transactions. Agreements drawn up simply without authorisation from the relevant authorities leave the parties in a legally vulnerable position, particularly in the event of a dispute. The absence of clear operational standards in drafting contracts leads to differing interpretations that may trigger conflicts in the future. This situation indicates that the practice does not yet meet the principle of legal certainty, which should form the basis of every transaction. The lack of robust documentation also complicates the process of

[30] Rauf, Fahmi, and Husnul.

proving a breach of contract. This issue underscores that the system of private transactions carries significant legal risks.[31]

The impact of informal credit sales practices is not limited to legal aspects but also encompasses the social and economic dimensions of society. When a breach of contract occurs, dispute resolution is often conducted informally without involving clear legal mechanisms. This situation has the potential to lead to protracted conflicts that can damage social relations between the seller and the buyer. Furthermore, uncertainty in transactions can also result in significant economic losses for one of the parties. These conditions indicate that this practice has implications not only for individuals but also for social stability within the community. These broader impacts highlight the importance of a more structured transaction system with a strong legal foundation.[32]

An examination from the perspective of Islamic economic law indicates that this practice still requires improvement to meet the principles of justice, transparency, and accountability. The lack of clarity in contracts and the weak protection afforded to the parties involved serve as indicators that the practice is not yet fully in line with the values of Islamic muamalah. The principle of justice demands a balance of rights and obligations, whilst the principle of transparency requires openness in every aspect of the transaction. The absence of oversight and control mechanisms also indicates that the principle of amanah has not been optimally implemented. This situation reinforces the view that economic practices developing within society need to be guided to align with Sharia provisions.[33]

The implications of this research's findings highlight the need for improvements to the informal credit trading system to make it safer and compliant with applicable laws. Drafting clearer and more detailed contracts is a crucial step to avoid potential disputes in the future. The use of legally binding documents, such as those notarised by a notary public, can enhance protection

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[31] E. N. Manurung, Y. Pujiwati, and A. Afriana, "The Validity of Agreements and Legal Consequences of the Assignment of a Mortgage Loan Debtor by Private Agreement," *Acta Diurnal Journal of Notarial Law* 6, no. 2 (2023): 165.

[32] N. Wakono, Y. Rahmatiar, and M. Abas, "Legal Certainty Regarding Home Ownership under a Mortgage Loan for Buyers Acting in Good Faith," *Collegium Studiosum Journal* 6, no. 2 (2023): 425.

[33] E. Sarmigi, W. Okataria, B. Bustami, S. Nasution, and S. B. Harahap, "A Review of the System of Credit Sales of Household Goods from an Islamic Economic Perspective in Kerinci Regency," *Balanca: Journal of Islamic Economics and Business* 7, no. 1 (2025): 5.

for the parties involved. Public education regarding the importance of legality and the principles of Sharia economic law also needs to be improved so that transactions prioritise not only convenience but also security and fairness. Furthermore, business operators are expected to develop more professional transaction systems whilst continuing to consider Sharia values in every economic activity. It is hoped that these efforts will create buying and selling practices that are not only efficient but also fair, transparent, and bring blessings to all parties.

Conclusion

The practice of informal car credit sales conducted at the Ijonk Jaya Mobil Showroom in Aceh Besar Regency demonstrates the existence of an informal transaction system that prioritises convenience, flexibility, and a relationship based on trust between seller and buyer. The transaction process is carried out directly without involving official financing institutions, with agreements that are generally simple in nature and lack adequate legal standing. Flexible payment mechanisms are the main attraction for consumers; however, on the other hand, they highlight the weakness of administrative systems and legal protection in their implementation.

Factors underlying this practice include the public's limited access to formal financing institutions, the economic circumstances of consumers requiring a more flexible payment system, business operators' strategies to boost sales, and the influence of a social environment that still prioritises trust in economic activities. Furthermore, the public's limited understanding of legal aspects and the principles of Islamic economic law further reinforces the persistence of informal credit sales practices within the community.

A review of Islamic economic law indicates that this practice is not yet fully in line with the principles of Islamic muamalah. Whilst several fundamental elements of a contract have indeed been fulfilled—such as agreement on price and the subject matter of the transaction—there remain shortcomings regarding the clarity of the contract, fairness, and the potential for uncertainty that could lead to elements *of gharar*. The imbalance of power between seller and buyer under certain conditions also indicates the potential for injustice (*zulm*), whilst the lack of clarity in the execution of the contract opens the door to deviations that border on the element *of riba*. These conditions place the practice in a category that tends to be of *a dubious nature*.

Based on these findings, improvements are required in the system of private credit sales and purchase transactions through the drafting of contracts that are clearer, more transparent, and possess adequate legal force. Public education regarding the importance of legality and the principles of Islamic economic law also needs to be enhanced so that the transactions conducted not only provide convenience but also ensure justice, legal certainty, and blessings for all parties.

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