

Informal Consignment Sales of Free-Range Chicken Eggs: Study of Ijarâh 'Ala Al-'Amâl Contract

Aldi Hafsani

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: 170102204@student.ar-raniry.ac.id

Abstract

This article examines the informal consignment sale of free-range chicken eggs between small-scale suppliers and coffee shops or cafés in Kuta Baro District, Aceh Besar, and evaluates the arrangement through the framework of *ijārah 'alā al-a'māl*. Using a qualitative socio-legal design, the study combines interviews and observation with normative analysis of Islamic contract law and Indonesian contract concepts. The field findings show a recurring oral arrangement: suppliers place eggs with retailers for approximately three days to one week; the supplier generally determines or agrees the selling price; realized sales are commonly divided 80 per cent to the egg owner and 20 per cent to the coffee shop or café; unsold eggs are returned or replaced; and losses caused by deterioration are borne primarily by the supplier. Retailers contribute display space, customer access, food preparation, and ordinary sales effort, but do not normally undertake intensive promotional obligations. The article argues that the 20 per cent share can be understood as remuneration for sales-related services and therefore has an *ijārah 'alā al-a'māl* dimension, but the overall transaction is more accurately characterized as a hybrid arrangement combining custody, sales intermediation, and remunerated services. Contemporary Indonesian Sharia standards on *ijārah* and *wakālah bi al-ujrah* reinforce the need to distinguish these functions. The principal legal vulnerability is not the oral form itself, but evidentiary and contractual uncertainty concerning quantity, quality, settlement, risk of spoilage, and the precise scope of the retailer's mandate. The article recommends a short-written consignment record that preserves local commercial practice while clarifying agency authority, *ujrah*, inventory, risk allocation, and settlement periods.

KEYWORDS: consignment; *ijārah 'alā al-a'māl*; *wakālah bi al-ujrah*; *ujrah*; *gharar*; customary commerce; Aceh

Introduction

Consignment is a common distribution mechanism in small-scale commerce because it allows producers to place goods with retailers without transferring ownership before sale. In Kuta Baro District, Aceh Besar, suppliers of free-range chicken eggs use this arrangement with coffee shops, cafés, kiosks, and similar outlets. The empirical material in the source manuscript shows that the arrangement is informal, repeated, and strongly dependent on trust: egg owners place stock with a retailer, the retailer sells or serves the eggs to customers, and revenue is divided after sale. The practice is commercially simple but legally layered because possession, sales authority, remuneration, and risk do not arise from a single function.¹

The original manuscript analyzes this practice primarily through *ijārah ‘alā al-a‘māl*, the form of *ijārah* concerned with remunerated work or services. Classical and contemporary *fiqh* literature generally treats *ijārah* as an exchange of a lawful and determinable benefit or service for an agreed consideration, while *ijārah ‘alā al-a‘māl* focuses specifically on work performed for compensation. Indonesia’s National Sharia Board has also issued Fatwa No. 112/DSN-MUI/IX/2017 on *ijārah* as an umbrella rule for the contract.²

Yet consignment raises a classification question that the original manuscript only partially develops. The retailer does not merely perform a service: it also holds the supplier’s goods, is authorized to sell them to third parties, and settles the proceeds after sales occur. Indonesian private-law scholarship has long described consignment as an innominate or mixed arrangement combining elements of custody, agency, and sale. In contemporary Sharia analysis, the same sales-intermediation function can also be viewed through *wakālah bi al-ujrah*, for which DSN-MUI issued

¹Dewan Syariah Nasional–Majelis Ulama Indonesia (DSN-MUI), Fatwa No. 112/DSN-MUI/IX/2017 tentang Akad Ijarah. DSN-MUI lists Fatwa No. 112 as the 2017 umbrella fatwa on *ijārah*.

²See Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014); Wahbah Az-Zuhaili, *Fiqh Islam wa Adillatuhu*, ed. Abdul Hayyie Al-Kattani (Jakarta: Gema Insani, 2011); Rachmat Syafei, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014).

Fatwa No. 113/DSN-MUI/IX/2017. Recent Indonesian research on consignment likewise uses *wakālah bi al-ujrah* as a central analytical lens.³

This article therefore revises the legal question. Rather than asking whether the entire transaction is simply *ijārah ‘alā al-a‘māl*, it asks: (1) what are the actual contractual functions performed by suppliers and retailers in Kuta Baro; (2) to what extent does the retailer’s 20 per cent share operate as *ujrah* for services; and (3) what forms of uncertainty or *gharar* arise from the oral and customary character of the arrangement? The contribution is a more precise hybrid-contract analysis that preserves the original study’s *ijārah* focus while distinguishing service remuneration from custody and sales representation.

Research Method

The study uses a qualitative socio-legal approach. The empirical component is based on observation of the storage and sale of free-range chicken eggs and guided interviews with suppliers and retailers operating in Kuta Baro District, including Ujong Blang and the Lam Ateuk market area. The source manuscript identifies interviewees including Zahri, Diana, Asnawi, and Nasrul, representing both egg suppliers and retail outlets.⁴

The normative component evaluates the observed practices against *fiqh al-mu‘āmalāt* literature on *ijārah ‘alā al-a‘māl*, Indonesian scholarship on consignment and innominate contracts, and the contemporary DSN-MUI framework on *ijārah* and *wakālah bi al-ujrah*. This combination is appropriate because the research problem concerns the relationship between lived commercial practice and the legal categories used to evaluate it.⁵

The analysis proceeds in three stages. First, the recurring commercial terms are reconstructed from the interviews: product placement, pricing,

³Winny Citra et al., “Tinjauan Hukum Ekonomi Syariah terhadap Implementasi Akad Wakalah bil Ujrah pada Sistem Penjualan Konsinyasi (Titip Jual) UMKM Aksesoris di Kecamatan Makale Tana Toraja,” *Pendas: Jurnal Ilmiah Pendidikan Dasar* 11, no. 2 (2026), <https://doi.org/10.23969/jp.v11i02.53934>.

⁴The source manuscript reports interviews with Zahri (2023), Asnawi (2023), Nasrul (2023), and Diana (2024), alongside observation in Kuta Baro District.

⁵Muhammad Siddiq-Armiya, *Penentuan Metode dan Pendekatan Penelitian Hukum*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

duration, revenue division, treatment of unsold goods, deterioration risk, and sales effort. Second, the study maps those terms onto the functions of custody, sales representation, and remunerated service. Third, the arrangement is evaluated for contractual certainty, mutual consent, and gharar. The study is exploratory and site-specific; it does not claim statistical representativeness for all egg businesses in Aceh Besar.

Ijārah ‘alā al-A‘māl and the requirement of a determinable service

Ijārah derives from the idea of compensation for benefit or service. In ijārah ‘alā al-a‘māl, the object of exchange is work or service rather than the usufruct of a physical asset. The essential analytical questions are therefore what work is promised, whether it is lawful and capable of performance, and how the remuneration is determined. Standard fiqh accounts identify the contracting parties, offer and acceptance, ujrah, and the lawful benefit or service among the core elements of the contract.⁶

For the Kuta Baro practice, the retailer’s service is not a conventional employment relationship. The coffee shop or café makes shelf or counter space available, presents the eggs to customers, may recommend them, may prepare them as menu items, receives payment from purchasers, and settles with the supplier. Those activities are economically valuable and can support an ijārah analysis to the extent the 20 per cent share is remuneration for the retailer’s sales-related work.

The variable amount of the retailer’s return deserves careful treatment. The parties reportedly agree in advance to a formula—usually 20 per cent of realized sales—rather than a fixed rupiah amount. This gives the remuneration a determinable basis, but its absolute value depends on future sales. Recent Sharia-economic scholarship on service contracts continues to

⁶ Rachmat Syafei, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014); Sayyid Sabiq, *Fiqh Sunnah* (Jakarta: Gaya Media Pratama, 2015).

emphasize the importance of clarity in *ujrah* and the consequences that can arise where remuneration is insufficiently specified.⁷

The consignment relationship also contains an agency function. The retailer is authorized to sell goods that remain owned by the supplier until sale. This feature is analytically close to *wakālah*: one party authorizes another to perform a legal or commercial act on its behalf. When the representative receives remuneration, the relationship may be described as *wakālah bi al-ujrah*. DSN-MUI recognizes both *ijārah* and *wakālah bi al-ujrah* as separate umbrella contractual categories.⁸

This comparison does not require abandoning the *ijārah ‘alā al-a‘māl* framework. Instead, it clarifies the legal architecture of the transaction. The same commercial arrangement can contain a service component that resembles *ijārah* and a representation component that resembles *wakālah*. The question is functional: which obligations are being performed, and what legal consequences follow from each function?

Indonesian private-law writing characterizes consignment as a complex or innominate contract because the consignor retains ownership while the consignee holds and sells the goods. The arrangement may therefore combine characteristics of custody and sale rather than fitting neatly into a single named contract. The source manuscript similarly observes that the Kuta Baro practice is not pure *wadī‘ah*, because the retailer is not merely preserving the eggs but is expected to sell them to consumers.⁹

This hybrid characterization is important for risk allocation. Custody rules concern care of goods while held; agency rules concern authority to sell and account for proceeds; and service rules concern the retailer’s

⁷ Ichsanur Rizqi Walisongo, Lathif Hanafir Rifqi, and Amir Tajrid, “A Professional Service Contract Without Early *Ujrah*: *Fasid Ijarah* and *Ujrat al-Mitsl*,” *Al-Amwal: Journal of Islamic Economic Law* 11, no. 1 (2026), <https://doi.org/10.24256/alw.v11i1.8932>.

⁸ Majelis Ulama Indonesia, “DSN-MUI Sosialisasikan 13 Fatwa Terbaru,” 23 July 2018, explaining that Fatwa No. 112 concerns *ijārah* and Fatwa No. 113 concerns *wakālah bi al-ujrah* as umbrella rules for their respective contract types.

⁹ Salim HS, *Perkembangan Hukum Kontrak Innominat di Indonesia*; S. Meliala, *Perkembangan Hukum Perdata tentang Benda dan Hukum Perikatan* (Bandung: Nuansa Aulia, 2015); Sitoroesmi, Muljono, and Dahwal, *Pola Kontrak Kerja Sama Konsinyasi*.

remuneration. A legally coherent analysis should avoid using one category to answer every issue.

Formation and duration of the informal agreement

The field material shows that agreements are usually oral and reflect local business custom. Before placing eggs with a coffee shop or café, the supplier and retailer discuss price and how of split sales proceeds. Written documentation is minimal; one account describes the supplier recording the owner's name and the number of eggs on a sheet of paper. Retailers generally rely on the supplier's stated quantity without recounting the stock. The placement period is commonly between three days and one week.¹⁰

If eggs remain unsold at the end of the agreed period, they are returned or replaced with fresh stock. Interview evidence also indicates that the supplier, rather than the retailer, generally bears deterioration or poor product quality. This allocation is commercially understandable because ownership remains with the supplier before sale, but the oral arrangement does not always distinguish deterioration caused by inherent product risk from deterioration caused by improper storage or handling.

A recurring term is the 80/20 division of realized sales: approximately 80 per cent is paid to the egg owner and 20 per cent is retained by the coffee shop or café. Diana's interview, for example, describes this division as part of the pre-sale understanding between supplier and retailer. The arrangement therefore differs from a simple deposit of goods because the retailer receives an economic return linked to successful sales.¹¹

The source manuscript does not describe a separate fixed commission in rupiah. Instead, the 20 per cent share functions as the retailer's return for making the product available to customers and completing sales. In practice, the absolute *ujrah* therefore varies with the number of eggs sold. Unsold eggs generate no sales proceeds and, correspondingly, no percentage return.

¹⁰ Interviews with Asnawi (2023), Nasrul (2023), and Zahri (2023), as reported in the source manuscript.

¹¹ Interview with Diana, free-range chicken egg supplier, 2024, as reported in the source manuscript.

Marketing practices, customer access, and product differentiation

Retailers generally do not conduct intensive standalone promotion. They integrate this into ordinary café operations: displaying eggs, offering them to regular customers, and in some cases, incorporating them into distinctive menu items. Asnawi's outlet, for example, reportedly served local egg-based preparations, including a roasted young-coconut menu combined with half-cooked free-range eggs, which attracted customers and increased the product's visibility.¹²

Interviewees also distinguished the market price of eggs described as genuine free-range chicken eggs—approximately IDR 2,500 to IDR 3,000 per egg—from visually similar lower-priced eggs at approximately IDR 1,500 to IDR 2,000. The study does not independently verify product authenticity; the figures are reported here as part of the participants' commercial perceptions and pricing practices.

Demand varies with customer traffic. Diana reported that rainy periods and university holidays can reduce visits to coffee shops and cafés, prompting suppliers to lower the number of eggs placed at each outlet. Zahri reported checking stock before the end of the placement period, collecting sales proceeds, and adding eggs where demand justified replenishment. This flexible inventory management reduces spoilage but also shows that the agreement is dynamic rather than a one-time transfer.¹³

Table. Empirical structure of the arrangement

Issue	Observed practice	Contractual significance
Ownership	Supplier retains the eggs until sold.	Supports consignment/custody analysis; retailer is not the owner before sale.

¹² Interview with Asnawi, owner of a coffee shop/café in the Kuta Baro area, 2023, as reported in the source manuscript.

¹³ Interview with Diana, 2024; interview with Zahri, 2023, as reported in the source manuscript.

Sales authority	Retailer sells to customers and receives payment.	Creates an agency or wakālah-like function.
Remuneration	Common division: 80% supplier, 20% retailer.	20% can function as ujrah for sales-related services.
Duration	Usually 3 days to 1 week.	Time of custody/service is customary but should be recorded clearly.
Unsold goods	Returned or replaced by supplier.	Commercial risk remains mainly with supplier before sale.
Deterioration	Usually borne by supplier.	Needs clarification where loss results from retailer negligence.
Form	Predominantly oral; minimal stock notes.	Valid custom may support formation, but proof and accountability are weaker.

The most persuasive *ijārah ‘alā al-a‘māl* element is the retailer’s 20 per cent share. The retailer performs identifiable commercial work: receiving the goods, making them available to customers, processing sales, and in some cases preparing the eggs for consumption. The parties also know the remuneration formula before performance. On those facts, the arrangement contains a genuine compensated-service component rather than a gratuitous deposit.

At the same time, describing the entire relationship as *ijārah* obscures the fact that no independent service fee is paid where no sale occurs. The retailer’s return is contingent on realized sales. That does not necessarily invalidate the arrangement, but it means the service-payment structure should be assessed with particular care. A short written record could specify whether the 20 per cent share is a commission on completed sales, a fee for broader marketing and service activities, or both.

Agency authority and the case for a hybrid classification

The retailer's authority to transfer the supplier's goods to third-party customers is more naturally described as a sales-representation function than as mere labour. This is why *wakālah bi al-ujrah* provides a useful comparative framework. Recent Indonesian research on consignment has similarly treated the consignee as a remunerated representative rather than only as a service provider.¹⁴

The strongest legal characterization is therefore hybrid: custody while the eggs are held, representation when the retailer sells them, and remunerated service in relation to display, customer interaction, preparation, and settlement. This hybrid model is also consistent with the source manuscript's civil-law observation that consignment combines more than one nominate contractual element.

The source manuscript raises *gharar* as a possible concern, but the field evidence shows that several core terms are actually well understood by the parties: the 80/20 division, the general sales period, the price range, and the return of unsold goods. Local custom therefore reduces some operational uncertainty. The more serious concern is evidentiary rather than purely substantive: if a dispute arises, it may be difficult to prove how many eggs were delivered, their condition, the agreed selling price, the amount sold, or the cause of deterioration.

This distinction matters for international legal analysis. Informality should not automatically be equated with invalidity. Repeated customary practice can make terms intelligible to participants. Nevertheless, avoidable uncertainty remains where the agreement is silent on handling standards, liability for negligent storage, timing of settlement, authority to discount prices, and procedures for reconciling inventory. Those matters can produce dispute and should be clarified without destroying the low-cost character of the transaction.

The field practice places the ordinary risk of unsold or deteriorating eggs on the supplier. This is coherent insofar as the supplier retains

¹⁴ Citra et al., "Tinjauan Hukum Ekonomi Syariah terhadap Implementasi Akad Wakalah bil Ujrah pada Sistem Penjualan Konsinyasi," 2026.

ownership. However, ownership risk should be distinguished from fault-based loss. If the retailer damages eggs through negligent storage or handling, the mere fact that the supplier owns the goods should not automatically eliminate responsibility. The source manuscript does not provide enough evidence to determine how the parties handle such cases in practice; this is an important question for further research.

The findings support a simple documentation model rather than a formal, high-cost contract. A one-page consignment record could state: (1) supplier and retailer identities; (2) number and condition of eggs delivered; (3) agreed selling price or permitted price range; (4) the 80/20 distribution formula; (5) duration of placement; (6) authority to sell and receive payment; (7) treatment of unsold goods; (8) responsibility for negligent loss or damage; and (9) settlement date. Such a document would preserve local custom while materially reducing proof problems and *gharar*.

The theoretical contribution of the study lies in separating contractual functions that the original formulation tended to combine. *Ijārah ‘alā al-a‘māl* explains the compensated-service aspect, but it does not fully describe the retailer’s authority to dispose of goods belonging to another person. *Wakālah bi al-ujrah* explains that representative function, while custody principles explain possession before sale. The arrangement is therefore better understood as a hybrid Sharia-compliant commercial practice whose validity depends on clarity of authority, service, remuneration, and risk allocation rather than on forcing every aspect into one doctrinal category.

Practically, the results show that micro-businesses do not require complex legal instruments to improve contractual certainty. A standardized stock-and-settlement form, used each time eggs are placed with a retailer, would provide a contemporaneous record of quantity, price, commission, and return conditions. This can strengthen trust, reduce disagreement, and make the Sharia basis of the relationship more transparent.

Conclusion

The Kuta Baro free-range chicken egg trade is organized through a stable but informal consignment practice. Suppliers retain ownership, place eggs with coffee shops or cafés for several days to one week, receive approximately 80 per cent of realized sales, and generally bear the ordinary

risk of unsold or deteriorating stock. Retailers retain approximately 20 per cent in return for access to customers, sales handling, display, and in some cases preparation of the eggs as menu items.

These findings support the continued use of *ijārah ‘alā al-a‘māl* as part of the legal analysis because the retailer performs remunerated services. However, the transaction is not purely *ijārah*. It also includes custody and sales representation, making a hybrid classification more analytically accurate. Contemporary DSN-MUI recognition of both *ijārah* and *wakālah bi al-ujrah* strengthens this functional approach.

The principal weakness is not simply that the agreement is oral. The parties often share a clear customary understanding of price, duration, and the 80/20 formula. The greater vulnerability is the absence of reliable documentation for inventory, quality, authority, settlement, and fault-based loss. A concise written consignment record can address those risks while preserving the flexibility and trust on which the local business model depends.

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Interviews

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