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DEFERRED PAYMENT IN GOODS TRANSACTIONS WITH GOLD GUARANTEE (AN ISLAMIC LEGAL PERSPECTIVE)

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Abstract

This study aims to analyze deferred payment transactions in goods with a gold guarantee from the perspective of Islamic law. The research was conducted in Tebing Batu Village, Sebawi District, focusing on the understanding and practices of the community regarding such transactions. The research method employed was descriptive-analytical with a qualitative approach. Data were collected through observation, interviews, and documentary studies. The findings indicate that transactions involving deferred payment with a gold guarantee are a common practice in Tebing Batu Village. The community perceives it as an alternative allowing them to meet daily needs without immediate cash payment. However, there are diverse understandings and implementations related to Islamic legal aspects in these transactions. From the Islamic law perspective, transactions involving gold-backed deferred payments raise several considerations including principles of justice, freedom, and clarity in agreements. The study also explores scholars' views on the validity of such transactions according to Islamic jurisprudence. In conclusion, deferred payment transactions with a gold guarantee in Tebing Batu Village present complexities from the perspective of Islamic law. Therefore, a deep understanding and dialogue among the community, scholars, and government are necessary to ensure that these practices align with the values and principles of Islamic law cherished by the local community.

Keywords: *Sale and purchase, goods, deferred payment, gold guarantee.*

A. INTRODUCTION

Islam is a religion of grace for all nature, from the principles of its teachings it upholds the principle of the benefit of the people. Islam regulates various aspects of human life as social creatures, both in terms of worship (human relationship with God) and muamalah (human relationship with humans). The form of muamalah that is often encountered in everyday life is buying and selling because almost all people in this world carry out this transaction¹.

Buying and selling is an interaction between a seller and a buyer where both exchange goods for other goods using certain procedures. Accounts payable is the activity of borrowing and borrowing money or goods between people who need it (debtors) and people who have money or goods which are then lent (creditors) and at a later date the money or goods will be returned with the same amount or goods. This debt and receivable activity is a commendable action because there is an element of mutual help between people²

¹ Fera Dwi Astuti, *Tinjauan Hukum Islam Terhadap Khiyar Dalam Jual Beli Sistem COD (Cash On Delivery) (Studi Kasus : COD Onderdil Motor Bekas Di Forum*

Pasar Loak Otomotif Ponorogo) (Ponorogo: IAIN, 2017).

² Chairuman P. dan Suhrawardi KL, *Hukum Perjanjian Dalam Islam* (Jakarta: Grafika, 1994).

Debt and receivable activities in Islam are recommended to achieve human welfare as stated in the QS. Al-Baqarah verse 245:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعَّهُ لَهُ أَضْعَافًا كَثِيرَةً وَاللَّهُ يَقْبِضُ وَيَبْصُطُ وَالْبَیِّنَاتُ جُؤُنُ

Meaning: Whoever lends Allah a good loan, Allah will multiply his compensation greatly. Allah withholds and expands (sustenance) and to Him you will be returned³.

This verse explains receivables, whoever gives a debt to another person, Allah will double the payment and expand his sustenance to his servant. The interpretation is that whoever is willing to give a loan to Allah, namely by spending his wealth in the way of Allah, namely a good loan with sincerity to Him alone, then Allah will double the payment. According to one pirate with tasydid, it reads 'fayudha'ifahu' (up to many times over) starting from ten to more than seven hundred as will be found later (and Allah narrows it down) for the people He wills as a test (and expands it) for people whatever He wills, also as a trial (and to Him you will be returned). In the afterlife, you will be raised from the dead and you will be rewarded for all your good deeds⁴

However, in the development of the times and the increasing complexity of human problems in meeting their needs, discrepancies often occur between norms and human behavior. As society changes, the practice of muamalah also changes so that new problems emerge. As is the case with the practice of buying and selling goods and paying for them with gold collateral in Tebing Batu Village, Sebawi District. Tebing Batu Village is a village located in the Sebawi District area, only 17.2 km from the Sambas Regency Center. The majority of Tebing Batu Village residents' livelihoods are farmers and traders.

One of the residents who works as a trader is Mrs. Jalima⁵, a resident of East Sebati Hamlet RT 15 RW 03 Tebing Batu Village, Sebawi District.

Mrs. Jalima is a trader who, since 2016, started selling goods in the form of curtains, clothes, and rugs. sell goods by offering from house to house. Sellers offer their merchandise using a cash system and accounts receivable to other people. However, what makes it interesting is Mrs. Jalima's practice of paying off goods and receivables to buyers, where the seller lends the goods by asking the buyer for collateral and paying off the debt within a specified time of five months.

The goods requested to be guaranteed are in the form of gold and if the buyer does not pay off by the specified time limit, the buyer must give the gold to the seller as collateral, and the gold is held by the seller until the buyer pays it off, but the buyer must add a fee as a fine for being late in paying the debt. as much as five percent with a period of five months must also be paid off.

Based on this background, the researcher is interested in further research in the form of research entitled "The Practice of Buying and Selling Goods with a Strong Payment with Gold Guarantee in the Perspective of Islamic Law (Case Study in Tebing Batu Village, Sebawi District)". gold guarantee in Tebing Batu Village, Sebawi District? How does Islamic law review the practice of buying and selling goods paid for with gold collateral in Tebing Batu Village, Sebawi District?

B. RESEARCH METHODS

Types of research

Research on "Buying and Selling Transactions of Goods Paid for with Gold Collateral: An Islamic Legal Perspective" can use a variety of different research methods, depending on the aims and objectives of the research. One research method that can be used is the qualitative research method. Below, the researcher will provide a brief explanation of how qualitative research methods can be applied in this research: Qualitative research methods are research methods that focus on an in-depth understanding of the phenomenon being researched. In the context of Islamic law research regarding buying and selling transactions of goods with gold collateral, this

³ Departemen Agama RI, *Al-Hikmah, Al-Qur'an Dan Terjemahnya* (Bandung: Pustaka Setia, 2010).

⁴ Imam Al-Mahli dan Imam As-Suyuthi, *Tafsir Jalalain* (Jakarta Timur: Ummul Qur'an, 2018).

⁵ Neli Arifin, Wawancara dengan Ibu Jalima (2020).

method can be used to understand the views and practices used by individuals, communities, or institutions in carrying out such transactions⁶ and this type of research is field research, namely research in which the main data is extracted through observations and data sources in the field. Research is carried out directly at the object, as an effort to collect data and various information.

Research approach

This research uses a normative approach. The normative approach is an approach in various scientific disciplines that is related to norms, values, or principles that should be followed or held. This approach not only describes what should happen but also what is considered good or right in a context. For example, in ethics, the normative approach discusses the moral norms that should regulate human behavior. In law, the normative approach focuses on legal norms that must be followed by individuals and institutions. The normative approach is often used to design guidelines or standards, as well as to evaluate whether an action or policy is by norms that are considered correct. This differs from the descriptive approach which focuses more on describing what happened without commenting on the values or norms that should exist⁷

C. RESULTS AND DISCUSSION

QARDH (LOAN)

a. Understanding Qardh

Etymologically Qardh is the masdar form of qaradha ash-syai'- yaqidhuhu, which means he decides. Qardh is a form of masdar which means to decide. Qardh is something given by the owner for

payment. Terminologically, qardh means giving property to someone who will use it and return it in return at a later date⁸. According to Hanafiyah scholars, qardh is a property that someone gives from its assets (which have a parable) to then be paid or returned. In another expression, qardh is a special agreement to hand over the property to another person to be returned exactly as received⁹. According to Sayyid Sabiq, qardh is property given by the debtor (muqridh) to the debt recipient (muqtarid) to then be returned to him (muqridh) as he receives it when he can pay it¹⁰.

b. Legal Basis for Debts and Receivables

a) Al-Qu'ran surah al-baqarah verse 282, which means: "O you who believe, if you don't do charity in cash for a specified time, you should write it down. and let a writer among you write it correctly..... (Q.S 2:282)¹¹

b) Al-Hadith, from Samurah bin Jundub ra., he said: "Raulullah saw. said: "The hand is responsible for what it has taken so that it returns it." (HR. Ahmad and Imam four)¹²

c) *Ijma'*

Muslims agree that qardh is permissible in Islam. The law of qardh is recommended (mandhub) for muqrid and permissible for muqtarid.¹³

d) Fatwa of the National Sharia Council (DSN)

The following will explain the provisions of the DSN (National Sharia Council) fatwa regarding al-qardh financing:¹⁴

⁶ Sugiono, *Metode Penelitian Kuantitatif, Kualitatif, Dan R&D*, Thirrd (Bandung: Alfabeta, 2021).

⁷ Muhaimin, *Metode Penelitian Hukum* (Mataram: Mataram University Press, 2020).

⁸ Abdullah bin Muhammad ath-Thayar, *Ensiklopedi Fiqih Muamalah, Miftahul Khair* (Yogyakarta: Maktabah al-Hanif, 2009).

⁹ Ahmad Wardi Muslich, *Fiqh Muamalah* (Jakarta: Amzah, 2010).

¹⁰ Sayyid Syabiq, *Fiqh Sunnah Jilid 4 Terjemah Nor Hasanuddin* (Jakarta: Pena Pundi Aksara, 2006).

¹¹ Departemen Agama, *Syamil Al-Qur'an* (Departemen Agama, 2007).

¹² Ahmad Muhammad Yusuf, *Ensiklopedi Tematis Ayat Al-Qur'an & Hadits*, 7th ed. (Jakarta: Widya Cahaya, 2009).

¹³ Imron Rosyadi Siti Nur Asia, Rizka, "ANALISIS KONSEP AKAD MURABAHADAN AKAD RAHNDALAM PRODUK EMAS ANTAM PADA PEGADAIAN SYARIAH CABANG SOLO BARUMENURUT HUKUM EKONOMI SYARIAH," *Justisia Ekonomika Magister Hukum Ekonomi Syariah* 6, no. 1 (2022): 428–39, <https://doi.org/https://journal.um-surabaya.ac.id/JE/article/view/12540>.

¹⁴ Ahmad Arif Rahman Saidi and Warsidi, "IMPLEMENTASI FATWA-FATWA DSN-MUI PADA PEMBIAYAAN DANA TALANGAN HAJI (STUDI KASUS PADA PADA KSPPS BTM MULIA BABAT LAMONGAN)," *Justisia Ekonomika Magister Hukum Ekonomi Syariah* 4, no. 1 (2020), <https://doi.org/https://journal.um-surabaya.ac.id/JE/article/view/5234>.

The provisions for Al-qardh financing have been regulated in DSN fatwa no. 19/DSN-MUI/IX/2000. In this fatwa the qardh provisions are as follows:

- i. Qardh is a loan given to customers (muqtaridh) who need it.
- ii. Qardh customers are obliged to return the principal amount received as mutually agreed upon.
- iii. Administration fees are charged to customers.
- iv. Banks can ask customers for guarantees if deemed necessary. Qardh customers can make (donations) voluntarily to the bank as long as it is not agreed in the contract.

If the customer cannot return at the agreed time and the bank has confirmed his inability, the bank can extend the return period or write off part or all of the obligation.

c. Pillars and Terms of Qardh (loans)

In qardh, there are also pillars and conditions like other contracts in muamalah. There are three pillars and qardh requirements for those who owe themselves, namely:

1. *'Aqid is a person who owes a debt, consisting of a muqrid (debt giver) and a muqtarid (debt recipient).*
2. *Ma'qud 'alayh is an item that is owed.*
3. *Sighat al-aqd is an expression of consent and qabul, or an agreement between both parties to carry out a contract.*¹⁵

According to Chairuman Pasaribu, there are four types of debt pillars, namely:

1. People who give debts.
2. People who are in debt.
3. Items owed.

4. Greetings of consent and qabul (lafadz).¹⁶

Debts are considered to have occurred if the terms and conditions of the debts and receivables themselves have been fulfilled. Rukun itself is the most important element of something, while conditions are prerequisites for that something. Meanwhile, the conditions that must be met in carrying out accounts payable are¹⁷:

1. *Aqid (person who owes a debt)*

*People who owe and provide debt can be said to be legal subjects. Because the people who carry out the practice of accounts receivable are the two of them, for this we need people who have the skills to carry out legal acts. Someone who has the skills can sometimes carry out the law perfectly and sometimes imperfectly. A legal act is seen as a perfectly legal act if it is carried out by a person who, according to the law, is deemed competent to carry out legal acts (adulthood) where he has perfect reasoning and he carries out the legal act without depending on other people.*¹⁸

The conditions that must be met by both parties (legal subjects), namely the person giving the debt and the person receivable, are as follows¹⁹:

- a. The person has reached the age (adult).
- b. Be sensible.
- c. The person is willing and able to think.

A person can be considered able to carry out legal actions if they have reached the Tamyiz period and can use their mind to differentiate between good and bad, useful and useless, especially being able to differentiate between male and female. Imam Syafi'i revealed that four people whose contracts are not valid are small children (both those who are mumayyiz and those who

¹⁵ Ghufron A. Mas'adi, *Fiqh Muamalah Kontekstual*, (Jakarta: Raja Grafindo Persada: 2002), hlm. 173.

¹⁶ Chairuman Pasaribu, *Hukum Perjanjian dalam Islam*, (Jakarta: Grafika: 1994), hlm. 137.

¹⁷ Nasrun Harun, *Fiqh Muamalah*, (Jakarta : Gaya Media Pratama, 2007), hlm. 106.

¹⁸ Warsidi, *Strategi Pemasaran Produk Bank Syariah* (Yogyakarta: Zahir Publishing, 2023)

¹⁹ Gatot Supramono, *Perjanjian Hutang Piutang*, (Jakarta: Kencana, 2013), hlm. 12-16.

are not yet mumayyiz), crazy people, slave slaves, even themukallaf, and blind people.²⁰

Apart from that, people who owe debts should be people who have freedom of choice, meaning they are free to enter into agreements that are free from coercion and pressure. So that the agreement on the principle of mutual willingness can be fulfilled. Therefore, the debt is invalid because there is an element of coercion.²¹

2. *Ma'qud 'alayh* (loan object)

Ma'qud 'alayh or the object that is used as debts is another thing from the pillars and conditions in debts and receivables transactions, in addition to the existence of a qabul agreement from the parties carrying out the debts, the debts agreement is deemed to have occurred if the object for which the debt is held. For this reason, the object of the debt and receivable must meet the following requirements

- a. Valuable objects that have similarities and their use result in the destruction of debt objects.
- b. Can be owned.
- c. Can be handed over to the party who owes it.
- d. Existed at the time the agreement was made.²²

The debt-receivable contract was carried out because of an urgent need, of course, the object that was used as the object of the debt was an object of value (useful) and after the object was used up, the return was not the item that had been received previously, but with another object that was the same. The goods that are the object of the debts must be goods that can be owned. Of course, this can be owned by the party who owes it. Because in debts there will be a transfer of property from the person giving the debt to the party who

owes it. Likewise, the goods that are used as the object of debts must exist at the time the debts arise. Because if you look at the purpose of a person's debt, that is because there is an urgent need, so if the item cannot be handed over (it doesn't exist) then it is impossible for debts to arise.

3. *Sighat al-aqd* (consent and qabul)

*Sighat will be expressed through consent and qabul as follows*²³:

- a. The purpose of the contract must be clear and understandable. Between consent and qabul there must be conformity.
- b. The conditions for consent and qabul must be by each person's wishes, and no one should have any doubts.

The conditions that must be fulfilled in the contract (qardh) are as follows:

1. The amount of the agreement (qardh) must be known in terms of size or amount.
2. The nature of the loan (qardh) must be known if it is in the form of an animal.
3. Loans (qardh) come from people who are worthy of being asked for loans.
4. This means that it is not valid if it comes from someone who doesn't have anything that can be borrowed or someone who doesn't have a normal mind.

The terms and conditions for valid qardh are:

1. Qardh must be certain in measure, weight, or quantity.

²⁰ M. Dumairi Nor dkk, *Ekonomi Syariah Versi Salaf*, (Pasuruan: Pustaka Sidogiri, 2007), hlm. 104.

²¹ Rachmat Syafe'i, *Fiqh Muamalah*, (Jakarta: PT. Raja Grafindo Persada, 1997), hlm. 58.

²² Abdurrahman Al-Jaziri, *Al Fiqh 'ala Madzahib Ul Arba'ah*, 2nd ed. (Beirut: Dar Al-kutub Al-Ilmiyah, 2022).

²³ Nasrun Harun, *Fiqh Muamalah*, (Jakarta : Gaya Media Pratama, 2007), hlm. 109.

2. Clear criteria for nature or size and if in animals then within age limits.
3. Qardh must be carried out by a person who is allowed to manage assets (jaiz tashorruf), so it cannot be qardh from a person who is detained from managing his assets (major) or from a small child or person who does not own the item.
4. Do not withdraw profits from the qardh paid.
5. May not be combined in qardh, other contracts such as sales and purchase contracts and others.²⁴

KAFALAH (GUARANTEE)

In general, in Islamic law, collateral is divided into two main categories: collateral in the form of persons and collateral in the form of property. Collateral in the Form of Persons: This collateral is often known as "dhaman" or "kafala". In this context, a person (guarantor) is responsible for the actions or obligations of another party. For example, in a financial context, a person may act as a guarantor for a loan taken by another person. Collateral in the form of property: This collateral is known as "rahn". In this case, assets are used as collateral for an obligation or loan. For example, if someone takes out a loan, they can put up certain property as collateral, which can be repossessed by the lender if the borrower fails to fulfill their obligations. These two types of collateral have an important role in ensuring security and trust in financial transactions and other agreements in Islamic law.²⁵

a. Understanding Kafalah

Etymologically, terms such as "kafala", "damanah", "hamalah", and "za'amah" have the

same root meaning, namely to guarantee or bear. However, in special terminology, the meaning and use can be different. Kafalah: Terminologically, kafalah is defined as a guarantee given by an insurer (kafil) to a third party for obligations that must be fulfilled by the second party (insured). Originally, kafalah means guarantee, as explained above. Damanah: In terms of terminology, damanah is a guarantee given in the form of absolute assets. This means that this guarantee is directly related to assets, not just personal liability.²⁶

Hamalah: This term etymologically means "burden". In the context of guarantees, hamalah refers to the responsibility or burden carried by the guarantor for the obligations of the second party. Za'amah: Etymologically, za'amah means "dependent". In the context of guarantees, za'amah shows the responsibility or liability carried by the guarantor towards third parties. So, in certain contexts, these terms can have different meanings, depending on the context and terminology used in the law or society in question. For example, kafalah is more often associated with guarantees for life (kafalah al-wajhi), while damanah is more often associated with guarantees for property.²⁷ According to Syara', the scholars define kafala with different editors from one another,²⁸:

b. Legal basis

The legal basis of kafala can be found in the Qur'an, the Sunnah, and the agreement of scholars as follows:

The Quran

The basis of this law can be learned in the Qur'an in the part that tells the story of the prophet Yusuf, in the 72nd verse of Allah SWT's words:

The callers said: "We have lost the King's cup, and whoever can bring it back will have a camel's load of food, and I vouch for him". (Quran Yusuf: 72).²⁹

Hadith

²⁴ Putri Rahayu Ningsih, Analisis Prosedur Pembiayaan Produk Cicil Emas dalam Upaya meningkatkan nasabah pada Bank Syariah Indonesia KC Bojonegoro, 2023, jurnal : Justisia ekonomika : <https://journal.um-surabaya.ac.id/JE/article/view/20651>

²⁵ Wahbah Zuhaili, *al-fiqh al-Islami wa adillatuhu*, (Beirut: Dar al-Fikr, 2002), hlm. 414.

²⁶ Mugiati, "Kajian Hukum Islam Terhadap Aplikasi Kafalah pada Asuransin Takaful". Al-Qānūn17, no. 1 (Juni 2014), . 60

²⁷ Mardani, *Hukum Perikatan di Indonesia....* hlm. 230

²⁸ Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: Raja Grafindo Persada, 2002), hlm. 187-188.

²⁹ Fatwa Dewan Syariah Nasional No.11. tahun 2000 *tentang kafalah*.

The basis of sharia in the form of guarantee or kafala in the verse above is confirmed in the hadith of the Prophet, may God bless him and grant him peace, as follows:

"The body of a man was brought to the Prophet SAW for prayer. The Prophet SAW asked, 'Does he have a debt?' The companion replied, 'No'. So, he prayed for him. Then he was confronted with another corpse, and the Messenger of God asked, 'Does he have a debt?' The companion replied, 'Yes'. Rasulullah said, 'Pray for your friend' (he did not want to pray for him). Then Abu Qatadah said, 'O Messenger of Allah,' he prayed for the corpse." (HR. Bukhari from Salamah bin Akwa').

Consensus'

The legal basis according to the ijma ulama is that Muslims have made an ijma or agreed on the granting of kafala in general because of the need or desire of humans to help each other and to avoid or avoid danger from people who are in debt.³⁰

In addition to the reasons above, the scholars also agreed on the possibility of kafala because Muslims when the Prophet Muhammad was alive had done it, even to this day no one is against it.³¹

c. Pillars and Conditions of Kafalah

- 1) According to the Hanafi school of thought, there is only one pillar of kafala, namely consent and qabul. Meanwhile, according to other scholars, the pillars and conditions of kafala are as follows:
- 2) Dakmin or kafil, namely the person who guarantees that he is required to be mature, sensible, not prevented from spending his wealth, and does so with his own will.³²
- 3) Madmunlah, namely the person who is in debt, the condition is that the receivable

person is known to the person who guarantees it because human nature is different in dealing with people who are in debt, some are hard and some are soft. The stipulation of these conditions is primarily intended to avoid disappointment in the future for the guarantor if the person being guaranteed makes a mistake.

- 4) For people who are in debt, it is not required that they agree to the guarantor because in principle the debt must be paid off, whether the debtor is willing or not, but it is better to be willing.
- 5) Sigat, namely the statement expressed by the guarantor.
- 6) The object of debt collateral, in the form of money, goods, or people.³³

d. Data Informan

1) Informant I

In an interview with Mrs. Jalima, a goods seller, it was revealed that she had been running a sales business using a cash and credit system since 2016 to help the local community. He sells his merchandise door-to-door in Tebing Batu Village, especially West and East Sebatu Hamlets. Mrs. Jalima imposed credit payment terms for five months with gold collateral and a fine of 5% per month for late payments. Transactions are carried out verbally without protesting the price of the goods. Mrs. Jalima assured that this was by Islamic Sharia principles because it was carried out with the agreement of both parties and fulfilled the terms of the contract. In this transaction, Mrs. Jalima makes a profit of 10% of the price of the goods.

2) Information II

Mrs. Yanti, a buyer of merchandise from

³⁰ Wahbah Zuhaily, *al-Fiqh al-Islami wa Adilatuhu*, juz V (Beirut: dar al-Fikr, 1989), hlm. 130.

³¹ Sayid Sabiq, *Fiqh Sunnah*, (Beirut: Dar Al-Fikr, 1997), hlm. 284.

³² Desycha Yusianti, "Penggunaan Akad Kafalah Bi Al-„Ujrah pada Pembiayaan Take Over Perspektif Hukum Islam". *Maliyah* 7, no. 1 (Juni 2017).

³³ M. Ali Hasan, *Berbagai Macam Transaksi dalam Islam*, (Jakarta: Raja Grafindo Persada, 2003), hlm. 262.

Mrs. Jalima, was interviewed on Saturday, July 25, 2023, at 17.35 WIB at her house in Dusun Sebatu Barat RT 05 RW 03. Mrs. Yanti has been making debts and receivables with Mrs. Jalima since 2016 because the price of goods is not much different at market price, with the seller taking a 10% profit. Mrs. Jalima does not set a weekly installment amount. Transactions are carried out door-to-door with price explanation to the buyer, payment can be cash or credit. Debt repayment is given five months, with gold collateral if the buyer is late in paying. Gold is returned after repayment with a fine of 5% of the debt. Proof of payment is recorded in detail. Debt and receivable transactions are carried out without official witnesses, but sometimes other parties see the goods offered by Mrs. Jalima.

3) Informant III

Mrs. Melda, the buyer of Mrs. Jalima's merchandise, was interviewed on Saturday, July 25, 2023, at 19.36 WIB at her house in Sebatu Barat Hamlet RT 05 RW 03. Mrs. Melda has been making debts and receivables with Mrs. Jalima since 2016 because the price of goods is not much different from the market price, with the seller taking a 10% profit, with no set weekly installment amount. Transactions are carried out door-to-door with the price explained to the buyer, and payment can be cash or credit. Debt payment is given five months with a gold guarantee if payment is late, but Mrs. Melda proposed that there be no additional costs for this guarantee.

4) Informant IV

Mrs. Yantina, the buyer of Mrs. Jalima's merchandise, was interviewed on Saturday, July 25, 2023, at 18.30 WIB at her house in Sebatu Barat Hamlet RT 016 RW 03. Mrs. Yantina admitted that she had been in debt since 2016 with Mrs. Jalima because the price of the merchandise was similar to the market and the seller made a profit of only 10%.

Mrs. Jalima does not set weekly installments. All buyers were given five months to repay; If not, Mrs. Jalima asked for gold collateral with an additional fine of 5% per five months. There are no official witnesses to this transaction.

5) Informant V

Ibu Yuni, Ibu Jalima's merchandise buyer, was interviewed on Saturday, 25 July 2023, at 16:38 WIB at her home in Dusun Sebatu Timur RT 15 RW 02, bringing interview guidelines and notes. Since 2016, Ibu Yuni owes a debt to Ibu Jalima because the trading price is almost the same as the market price and the seller's profit is only 10%. Ibu Jalima did not set the amount of weekly installments. Sales are done from door to door with cash or credit payment in five months. If not paid off, Ibu Jalima asks for gold as security with a fine of 5% per five months. There are no official witnesses; only other people sometimes see the goods offered by Ibu Jalima.

6) Informant VI

Ibu Beti, Ibu Jalima's trade buyer, was interviewed on Saturday at 16:38 WIB at her home in Dusun Sebatu Timur RT 15 RW 02, bringing interview guidelines and notes. Since 2016, Mrs. Beti owes a debt to Mrs. Jalima because the trading price is almost the same as the market price with a seller's profit of only 10%. Ibu Jalima did not set the amount of weekly installments. Sales are done from door to door with cash or credit payment, owed for five months with a gold fine of 5% per five months if not paid. There are no official witnesses; only other people sometimes see the goods offered by Ibu Jalima.

7) Informant VII

Ibu Ijan, Ibu Jalima's trade buyer, was interviewed on Saturday at 16:45 WIB at her home in Dusun Sebatu Barat RT 04 RW 03, bringing interview guidelines and notes. Since 2016, Ibu Ijan owes receivables to Ibu Jalima because the

trading price is almost the same as the market price and the seller's profit is only 10%. Ibu Jalima did not set the amount of weekly installments. Sales are done from door to door with cash or credit payment. The debt runs for five months, with a gold guarantee as a fine of 5% per five months if not paid off; gold is returned after settlement. Mrs. Jalima provided proof of payment in the form of date, month, year, and amount of money. There are no official witnesses; only other people sometimes see the goods offered by Ibu Jalima

8) Informant VIII

Mrs. Lina, the buyer of Mrs. Jalima's merchandise, was interviewed on Friday at 19.35 WIB at her home in West Sebatu Hamlet RT 08 RW 03, bringing an interview guide and notes. Since 2016, Mrs. Lina has been in debt with Mrs. Jalima because the price of her merchandise is almost the same as the market price and the seller's profit is only 10%. Mrs. Jalima does not set a weekly installment amount. Sales are made door-to-door with cash or credit payments. The debt lasts five months; If it is not paid off, Mrs. Jalima asks for gold as collateral with a fine of 5% every five months, but the gold is returned after it is paid off. There were no official witnesses; only other people sometimes saw the items offered by Mrs. Jalima.

9) Informant IX

Ibu Iin, the buyer of Ibu Jalima's merchandise, was interviewed on Sunday at 19.36 WIB at her home in West Sebatu Hamlet RT 07 RW 03, bringing an interview guide and notes. Since 2016, Mrs. Iin has been in debt with Mrs. Jalima because the merchandise price is almost the same as the market price and the seller's profit is only 10%, without weekly installments. Sales are made door-to-door with cash or credit payments. The debt lasts five months; If it is not paid off, Mrs.

Jalima asks for the gold with a fine of 5% every five months, but the gold is returned after it is paid off. Mrs. Jalima recorded the payment. Even though Mrs. Iin objected to the guarantee and additional fees, she was never late in paying her debt to Mrs. Jalima.

DISCUSSION

The discussion here is based on the focus of the problem raised based on the problems that arise, the focus of the problem in this research is as follows:

1. The practice of buying and selling goods at a fixed price with gold collateral in Tebing Batu Village, Sebawi District.

In Tebing Batu Village, many people work as traders, one of whom is Mrs. Jalima, where Mrs. Jalima is a seller of clothes and home accessories in the form of curtains and rugs, but there are also other traders. The buying and selling carried out by Mrs. Jalima is different from other traders because the buying and selling system used is buying and selling goods which is paid for with a guarantee of gold, while the others do not have a guarantee, they just pay for it with a guarantee.³⁴

In the practice of buying and selling goods Sellers have sold and bought their merchandise by borrowing goods from 2016 until now, in borrowing goods the seller aims to help and relieve the local community in meeting their primary needs. The seller offers his merchandise to almost everyone in Tebing Batu Village, especially Dusun Sebatu Barat and Timur, by selling from house to house. The seller sells his merchandise with a cash and accounts receivable system, the seller also gives conditions to the buyer where the buyer must pay off the debt in five months, and if the buyer does not pay off the debt within the specified time the seller asks for a guarantee in the form of gold but the gold that is guaranteed is not sold but gold is returned on the condition that the buyer is given another five-month grace period and there is an additional cost in the form of a fine amounting to 5% of the total debt, for each debt payment the seller also includes proof of payment to the buyer

³⁴ Observasi di Desa Tebing Batu Kecamatan Sebawi, tanggal 28 Juli 2023.

in the form of a record of the day, date and month as well as the year of payment.³⁵

In the practice of buying and selling, there is also an agreement between the seller and the buyer where the agreement is made verbally. In this buying and selling practice, in every debt and receivable transaction there is an element of willingness between the seller and the buyer. In the practice of buying and selling, the seller, when he is offering goods to the buyer, always explains, reminds, and convinces the buyer so that it does not cause problems in the future and according to the seller, the practice of buying and selling carried out in the transaction of buying and selling goods with deferred payment is by Islamic law because there is no there is an element of compulsion but mutual willingness between both parties (seller and buyer), both parties fulfill the requirements in carrying out the contract, the goods being sold are not prohibited by religion, the goods being sold can be handed over, the object of the transaction is clear, and the object price is also clear at the time of the transaction.³⁶

In interviews with sellers, researchers saw that the sellers felt confident in their buying and selling practices. There were no problems from an Islamic perspective because the buying and selling they carried out included the harmony and conditions of buying and selling. The seller also feels confident with the buyer that the buyer will not protest and complain about the buying and selling he is doing, because the price of the goods offered is not high and the payment method is very convenient for the local community.³⁷

However, according to what was said by informants 2, 4, 5, 6, 7, and 8 in carrying out sales and purchase transactions of goods with accounts receivable since 2016, the reason they made accounts receivable was that the prices offered by the sellers were not much different. from the market price, the seller only makes a profit of only 10% of

the actual price. The seller does not even determine the number of installments that must be paid each week.³⁸

The accounts payable system offered by the seller to everyone is the same, he offers his merchandise by visiting people from house to house, he also explains the price of his merchandise one by one to each buyer, and every purchase of his merchandise can be paid using a cash and debt system. receivables. Payment for debtors is given five months and if the buyer does not pay off the debt within the given time, the seller asks the buyer for collateral in the form of goods, namely gold, but the buyer must pay it again within another five months with the condition that there is an additional fee which is referred to as The fine is 5% of the buyer's debt, but the gold pledged as collateral will be returned after the debt is paid off. If the buyer wants to repay the debt, the seller provides proof in the form of the day, date, month, year, and the amount of money paid. In carrying out debt and receivable transactions, there are no witnesses, but there are other people who sometimes come to see the goods offered by the seller.³⁹

By what was seen in the field, the researcher could conclude that informants 2, 4, 5, 6, 7, and 8 did not object to what the seller had provided, whether from the price offer, agreement, or certain conditions imposed on the buyer or not. become a problem for them. Because, for each informant, every price offer, both the agreement and the conditions given, are very beneficial for the seller so that the seller does not experience losses because they know that the capital used to sell the goods sold by the seller requires very large capital.⁴⁰

Meanwhile, there is a difference expressed by informants 3 and 9, namely stating that he has been carrying out debt and receivable transactions since 2017, the reason he has made accounts receivable is because the price offered by the seller is not much different from the market price, the seller only

³⁵ Wawancara dengan Ibu Jalima selaku penjual hari jum'at, 24 Juli 2023, pukul 17.30 WIB.

³⁶ Wawancara dengan Ibu Jalima.....24 Juli 2023, pukul 21.00 WIB

³⁷ Observasi pada saat wawancara, tanggal 24 Juli 2023.

³⁸ Wawancara dengan Ibu Yanti, Yantina, Yuni, Beti, Ijan, dan Lina pada hari Jumat dan Sabtu, 24 dan 25 Juli 2023. Pukul 16.15 – 20.00 WIB.

³⁹ Wawancara dengan Ibu Yanti, Yantina, Yuni, Beti, Ijan, dan Lina

⁴⁰ Observasi pada saat wawancara, tanggal 24 dan 25 Juli 2023.

makes a profit of only 10% of the price. The seller does not even determine the number of installments that must be paid each week. The accounts receivable system offered by Mrs. Jalima to everyone is the same, there is no difference, she offers her merchandise by visiting people from house to house, and she also explains the price of her merchandise one by one to each buyer and every purchase of her merchandise can be paid using the cash system and debts and receivables.

Payment for debtors is given five months and if the buyer does not pay off the debt within the given time, Mrs. Jalima asks the buyer for collateral in the form of goods, namely gold, but the buyer must pay it again within another five months on condition that there are additional costs mentioned. as a fine of 5% of the buyer's debt, but the gold pledged as collateral will be returned after the debt is paid off. If the buyer wants to repay the debt, the seller provides proof in the form of the day, date, month, year, and the amount of money paid. In carrying out debt and receivable transactions, there are no witnesses, but there are other people who sometimes come to see the goods offered by the seller.⁴¹

Namun There was a slight problem that informants 3 and 9 felt a little objection to the additional costs because for them it was enough to pledge the gold but there were no additional costs in the form of fines and if there were to be additional costs there should be no more items that had to be pledged. However, as long as they carry out their debts and receivables, they never pay their debts past the due date set by the seller.⁴² When the interview was conducted, the researcher could see that informants 3 and 9 objected to the additional costs which were referred to as fines because for them the seller had already made a profit, but with the addition of the seller the profit could be increased even more than before, and According to informants 3 and 9, if you want to increase costs, you don't have to buy more, but choose one of them,

but Peacock doesn't dare to argue when the seller is carrying out buying and selling practices.⁴³

2. Review of Islamic law regarding the practice of buying and selling goods for a fixed fee with gold collateral in Tebing Batu Village, Sebawi District.

Judging from the presentation of the practice of buying and selling for a fixed fee with gold collateral in Tebing Batu Village, Sebawi District, it has fulfilled the terms and conditions of the contract, namely the existence of the subject and object of the contract as well as the qobul agreement. Meanwhile, the pillars of buying and selling are the contract, the existence of a seller and a buyer, and the object of the contract as well as the conditions for buying and selling, such as the conditions for entering into a contract, namely being sensible, and without coercion from other people, there are also conditions relating to consent and qobul, namely the person who says he has attained puberty, qobul is by the law. Ijab and ijab and qobul are carried out in one assembly and the conditions for being traded are that the goods exist, are useful, belong to someone, can be handed over at the time of the contract, and the terms of exchange value, namely the price agreed upon by both parties, can be handed over at the time of the contract, and the goods who sell halal.

The practice of buying and selling goods paid for with a guarantee of gold in Tebing Batu Village, Sebawi District is based on the law as follows in the Quran.:

Surah An-Nisa verse 29

Those who believe, do not falsely consume each other's property, except in the way of business that takes place with mutual consent between you. and do not kill yourselves. Indeed, Allah is Merciful to you (Q.S An-Nisa: 29)

Surah Al-Baqarah verse 282

" Who believes, when you pray not in cash for the specified time, you should write it down. and let a writer among you write it down correctly. and the writer should not refuse to write it as God taught him, so he should write, and let the debtor

⁴¹ Hasil Wawancara dengan Ibu Melda dan Iin pada hari Sabtu dan Minggu, 25 dan 26 Juli 2023. Pukul 21.00 WIB

⁴² Hasil Wawancara dengan Ibu Melda dan Iin pada hari Sabtu dan Minggu, 25 dan 26 Juli 2023. Pukul 12.00 WIB.

⁴³ Observasi pada saat wawancara, tanggal 26 Juli 2023.

dictate (what is to be written), and let him fear God his Lord, and let him not deduct even the slightest bit from his debt. So Verily that is a wickedness on your part. and fear God; God teaches you; and Allah knows all things. Bermuamalah is like buying and selling, debt, rent, and so on” (Q.S Al-Baqarah:282)

Fatwa DSN.No.19 about Al-Qardh

The provisions for Al-qardh financing have been regulated in DSN fatwa no. 19/DSNMUI/IX/2000. In this fatwa the qardh provisions are as follows:

1. Qardh is a loan given to customers (muqtaridh) who need it.
2. Qardh customers are obliged to return the principal amount received as mutually agreed upon.
3. Administration fees are charged to the customer.
4. Banks can ask customers for guarantees if deemed necessary. Qardh customers can make (donations) voluntarily to the bank as long as it is not agreed in the contract.

Accounts Payable and Accounts Payable is one of the muamalah activities. Qardh is permitted in Islam as long as it does not conflict with the syara' as the word of Allah SWT:

whoever wants to give a loan to Allah, a good loan (spend his wealth in the way of Allah), then Allah will multiply his payment many times over. and Allah narrows and expands (the sustenance) and to Him, you will be returned.⁴⁴ (Q.S Al-Baqarah : 245) In carrying out debts and receivables, there are pillars and conditions, namely, there are sellers and buyers, there are goods to be bought and sold as well as consent and qabul. The legal terms and conditions for debts and receivables are as follows:

1. Qardh must be certain in measure, weight, or quantity.
2. Clear criteria for nature or size and if in animals then within age limits.
3. Qardh must be carried out by someone who is allowed to manage assets (jaiz tashorruf), so qardh must not be carried out by someone who is detained from managing their assets (mahjuur) or from small children or people who do not own the property.

4. Do not withdraw profits from the qardh paid.
5. May not be combined in qardh, other contracts such as sales and purchase contracts and others.

The practice of buying and selling in Tebing Batu Village is also related to guarantees, this guarantee is a burden given to another person, and in the guarantee, there are pillars and conditions of the guarantee, namely, there is a subject and an object, and there are conditions, that you have attained puberty, have reason, consent, and qabul. Even though the practice of buying and selling in Tebing Batu Village, Sebawi District is permitted, of course, you also have to understand the rules for muamalah. One of them is a contract because mistakes in carrying out muamalah transactions often refer to contracts between two or more parties.

In carrying out the sale and purchase there must be an agreement so that there are no misunderstandings between the seller and the buyer. If there is an agreement in the practice of buying and selling goods, it meets the terms and conditions and no party is harmed, then the law is permissible according to sharia'. Such buying and selling is legal and by sharia.

The basis in the Al-Qur'an Surah Al-Baqarah: 275 is as follows:

People who eat (take) usury cannot stand but stand like a person who is possessed by a demon because he is crazy. This is because they say that buying and selling are the same as usury. Even though Allah has permitted buying and selling and prohibited usury. Whoever receives a warning from his Lord, then stops, then what he previously obtained belongs to him and his business (is up to) Allah. Whoever repeats it, then they are the inhabitants of hell, eternal therein (QS. Al Baqarah: 275)

Judging from the presentation of the practice of buying and selling, paid for with a guarantee of gold in Tebing Batu Village, Sebawi District, it has fulfilled the terms and conditions of the contract, the terms and conditions of buying and selling, the terms and conditions of debts and receivables and the terms and conditions of guarantees. However, the buying and selling practices that are carried out involve additional costs so the buying and selling

⁴⁴ Departemen Agama RI, *Al-Hikmah Al-Qur'an dan Tafsirnya*, (Bandung: Pusataka Setia, 2010), hlm 34.

practices carried out by the seller contain usury, where usury is the determination of interest or exaggeration of the price when paying a debt based on a certain percentage of the amount of debt charged to the buyer. The usury contained in the practice of buying and selling is *riba nasi'ah*, namely the suspension of delivery or recipient of a type of usurious item with another type of usurious item.

D. CONCLUSION

Based on the discussions in the previous chapter, several conclusions can be drawn regarding the practice of buying and selling goods paid for with a guarantee of gold in Tebing Batu Village, Sebawi District, namely: The practice of buying and selling goods paid for with a guarantee of gold in Tebing Batu Village, Sebawi District is carried out by offering from house to house with cash payment system and accounts receivable. The seller provides conditions within five months and if the payment has passed the specified time limit the seller asks for collateral in the form of gold, but the gold requested will be returned if the buyer pays off the debt on the condition that the buyer must add another payment which is referred to as a fine which

will be paid in five months and every debt payment transaction, the seller includes proof of payment to the buyer in the form of a note of the day, date, month and year of payment. Buying and selling carried out by the seller does not contain any element of compulsion between the seller and the buyer.

Islamic law review of the practice of buying and selling goods paid for with a guarantee of gold in Tebing Batu Village, Sebawi District, in the practice of buying and selling, it has fulfilled the terms and conditions of the contract, the terms and conditions of buying and selling, the terms and conditions of debts and receivables and the terms and conditions of guarantees. A review of Islamic law regarding the practice of buying and selling paid for with a guarantee of gold in Tebing Batu Village, Sebawi sub-district carried out by sellers containing usury (additional) when payment is made within a specified period past the due date. *Riba* contained in the practice of buying and selling carried out is usury *nasi'ah* is the suspension of delivery or recipient of a type of *ribawi* item with another type of *ribawi* item.

REFERENCES

- [1] Abdullah bin Muhammad ath-Thayar, *Ensiklopedi Fiqih Muamalah*, Miftahul Khair (Yogyakarta: Maktabah al-Hanif, 2009).
- [2] Abdurrahman Al-Jaziri, *Al Fiqh 'ala Madzahib Ul Arba'ah*, 2nd ed. (Beirut: Dar Al-kutub Al-Ilmiyah, 2022).
- [3] Ahmad Muhammad Yusuf, *Ensiklopedi Tematis Ayat Al-Qur'an & Hadits Jilid 7*, (Jakarta: Widya Cahaya, 2009).
- [4] Ahmad Wardi Muslich, *Fiqh Muamalah*, (Jakarta: Amzah, 2010).
- [5] AnditaYuni Santoso, "pelaksanaan akad pembiayaan qardh pada bank BRI cabang semarang" Tesis pada universitas diponegoro semarang tahun 2005, (tidak dipublikasikan).
- [6] Chairuman P. dan Suhrawardi KL, *Hukum Perjanjian Dalam Islam*, (Jakarta: Grafika, 1994)
- [7] Chairuman Pasaribu, *Hukum Perjanjian dalam Islam*, (Jakarta:Grafika: 1994).
- [8] Departemen Agama RI, *Al-Hikmah, Al-Qur'an dan terjemahnya*, (Bandung: Pustaka Setia, 2010).
- [9] Desycha Yusianti, "Penggunaan Akad Kafalah Bil Al-,Ujrah pada Pembiayaan Take Over Perspektif Hukum Islam". *Maliyah*7, no. 1 (Juni 2017).
- [10] Fatwa Dewan Syariah Nasional No.11. tahun 2000 *tentang kafalah*.
- [11] Fera Dwi Astuti, "Tinjauan Hukum Islam Terhadap Khiyar dalam Jual Beli Sistem COD (Cash On Delivery) (Studikasuk : COD Onderdil Motor Bekas di Forum Pasar Loak Otomotif Ponorogo)", *Skripsi (IAIN Ponorogo, 2017)*
- [12] Gatot Supramono, *Perjanjian Hutang Piutang*, (Jakarta: Kencana, 2013).
- [13] Ghufron A. Mas'adi, *Fiqh Muamalah Kontekstual*, (Jakarta: Raja GrafindoPersada: 2002).

- [14] Imam Al-Mahli dan Imam As-Suyuthi, *Tafsir Jalalain*, (Jakarta Timur : Ummul Qur'an, 2018).
- [15] Putri Rahayu Ningsih, Analisis Prosedur Pembiayaan Produk Cicil Emas dalam Upaya meningkatkan nasabah pada Bank Syariah Indonesia KC Bojonegoro, 2023, jurnal : Justisia ekonomika : <https://journal.um-surabaya.ac.id/JE/article/view/20651>
- [16] Krismawati, W., et.all.), Kajian Kafalah pada Koperasi Jasa keuangan Syariah As-Sakinah di Kamal Bangkalan', Jurnal Infestasi 9, 2. 2013
- [17] M. Ali Hasan, *Berbagai Macam Transaksi dalam Islam*, (Jakarta: Raja Grafindo Persada, 2003).
- [18] M. Dumairi Nor dkk, *Ekonomi Syariah Versi Salaf*, (Pasuruan: Pustaka Sidogiri, 2007).
- [19] Mardani, *Hukum Perikatan di Indonesia*, (Jakarta: Sinar Grafika, 2013).
- [20] Mardani, *Hukum Perikatan di Indonesia....*hlm. 230
- [21] Mugiati, "Kajian Hukum Islam Terhadap Aplikasi Kafalah pada Asuransin Takaful". Al-Qānūn17, no. 1 (Juni 2014), . 60
- [22] Muhaimin, *Metode Penelitian Hukum*, ,(Mataram: Mataram University Press,2020)
- [23] Nasrun Harun, *Fiqh Muamalah*, (Jakarta : Gaya Media Pratama, 2007).
- [24] Nurul fatwa, "Penerapan Akad Al-Qardh Ijarah Pada Produk Talanagan Haji Pada Pt. Bank Syariah Mandiri KCP Sungguminasa Gowa", tesis pada universitas Alauddin Makassar tahun 2014, (tidak dipublikasikan).
- [25] Rachmat Syafe'i, *Fiqh Muamalah*, (Jakarta: PT. Raja Grafindo Persada, 1997).
- [26] Siti Nur Asia, Rizka, "ANALISIS KONSEP AKAD MURABAHAHDAN AKAD RAHNDALAM PRODUK EMAS ANTAM PADA PEGADAIAN SYARIAH CABANG SOLO BARUMENURUT HUKUM EKONOMI SYARIAH."
- [27] Sayid Sabiq, *Fiqh Sunnah*, (Beirut: Dar Al-Fikr, 1997)
- [28] Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, dan R&D*,(Bandung: Alfabeta, 2021)
- [29] Wahbah Zuhaili, *al-fiqh al-Islami wa adillatuhu*, (Beirut: Dar al-Fikr, 2002).
- [30] Wahbah Zuhaily, *al-Fiqh al-Islami wa Adilatuhu*, juz V (Beirut: dar al-Fikr, 1989).
- [31] Warsidi, Strategi Pemasaran Produk Bank Syariah, (Yogyakarta: Zahir Publishing, 2023)
- [32] Wawancara dengan Ibu Jalima Penjual Barang Warga Setempat, Jum'at 28 Februari 2023.