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FAIRNESS AND TRANSPARENCY IN FULFILLING THE ISTISNA' AGREEMENT IN MICRO CONVECTION BUSINESSES: A CASE STUDY OF THE VINSTORE CONVECTION SHOP

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Abstract

This study aims to analyze the implementation of the istisna' contract from the perspective of justice and transparency at the Vinstore Konveksi Store. This study uses a qualitative research method with a descriptive approach. Data collection techniques were carried out through observation, interviews, and documentation of business owners, employees, and consumers. The results of the study indicate that the implementation of the istisna' contract at the Vinstore Konveksi Store has been carried out in accordance with the basic principles of Islamic economics, as indicated by the existence of an initial agreement regarding product specifications, prices, and processing time before the production process is carried out. From the aspect of justice, transaction practices have reflected a balance of rights and obligations between producers and consumers based on the principle of mutual consent. From the aspect of transparency, information regarding prices, production processes, and processing time has been conveyed openly to consumers. In addition, the practice of the contract carried out is also able to minimize the element of gharar due to the clarity of the object of the order and the agreement at the beginning of the transaction. Thus, the implementation of the istisna' contract at the Vinstore Konveksi Store shows that micro-enterprises are able to implement the principles of Islamic contracts applicatively in daily business activities.

Keywords: istisna' contract, justice, transparency, sharia economics, convex.

1. Introduction

In the development of the Islamic economy, the istisna' contract has become a crucial instrument in order-based transactions, particularly in micro-enterprises such as garment factories. The istisna' contract is an agreement between the customer and the manufacturer to produce specific goods according to agreed specifications, with flexible payment terms. (Fathony & Bustomi, 2021) . In practice, this contract is widely

used by garment factories because it can accommodate the needs of order-based production, both on a small and large scale. However, the implementation of the istisna' contract is not without challenges, particularly those related to fairness and transparency between the contracting parties. (Fahmi et al., 2025) .

Fairness in *the istisna' contract* requires a balance of rights and obligations between the buyer and the producer, ensuring that neither party is disadvantaged. Meanwhile, transparency relates to the disclosure of information regarding product specifications, pricing, completion times, and product quality. In the context of micro-convection businesses, problems often arise, such as production delays, product quality discrepancies, and a lack of clarity regarding pricing and materials used. This has the potential to give rise to elements of *gharar* (uncertainty), which is prohibited by Islamic economic principles. (Muthia Azzahra et al., 2024) .

Vinstore Konveksi, a micro-enterprise in the garment industry, is a relevant research topic in this context. As a business engaged in custom-made production, its *istisna' contract practices* require further investigation to determine the extent to which the principles of fairness and transparency have been implemented. This research is important because it not only provides an empirical overview of contract practices in the field but also serves as an effort to identify potential deviations from sharia principles and provide recommendations for improvement.

Thus, a study of fairness and transparency in fulfilling *the istisna' contract* in micro-convection businesses is highly urgent, particularly in promoting business practices that align with Sharia values. This research is expected to contribute to the development of Sharia economics literature, particularly in the micro-business sector, which has rarely received in-depth attention.

Based on the background that has been described, this study aims to analyze the application of the *istisna' contract* at the Vinstore Konveksi Store, examine the level of fairness in fulfilling the contract between producers and consumers, assess the transparency of information in the transaction and production process, and identify various obstacles faced in implementing the principles of fairness and transparency in the *istisna' contract* at the micro convection business.

A literature review shows that research on the istisna' contract is still dominated by formal sectors such as financial institutions and property, while studies on micro-enterprises such as garment factories are still limited. Furthermore, previous research tends to be normative and has not empirically examined the application of the principles of justice and transparency in actual practice, as well as their integration with the potential for gharar. Furthermore, there is still a gap between the ideal concept of Islamic economics and actual practice, particularly related to technical constraints and weak contract documentation. Therefore, this study focuses on analyzing the implementation of the istisna' contract in micro-enterprises, specifically assessing the application of the principles of justice and transparency and efforts to minimize the potential for gharar in transaction practices.

This research is expected to provide several contributions, both theoretically and practically. Theoretically, this research is expected to enrich the body of knowledge in the field of Islamic economics, particularly regarding the implementation of *istisna' contracts* in micro-enterprises. Furthermore, this research can serve as a reference for future researchers who wish to explore similar topics with different approaches.

Practically, the results of this study are expected to serve as evaluation material for garment manufacturers, particularly Vinstore Konveksi, in improving service quality and ensuring that their business practices adhere to the principles of fairness and transparency in the sharia economy. For consumers, this study can provide a better understanding of the rights and obligations under the *istisna' contract.* Meanwhile, for the government and related institutions, this research can be used as a consideration in formulating policies or fostering Sharia-based micro-enterprises.

2. Literature review

2.1. Istisna' Contract

The istisna' contract is a form of contract in Fiqh Muamalah transactions used to order the manufacture of goods with certain criteria according to an agreement between the orderer (mustashni') and the producer (shani'). This contract developed as a solution to the community's need for an order-based production system in various business sectors. In practice, this contract is widely used in the construction, manufacturing, and clothing industries. (Hakim, 2020) . The validity of istisna' is based on the consensus of scholars who view the community's need for goods that are not available in the market as a basis for deviation from qiyas. However, the istisna' contract linguistically means a request to make something (thalabus shun'ah), and is defined as a contract made by someone to make a certain item under his responsibility, or a sale and purchase contract whose object is an item that does not yet exist. (Lesmana et al., 2021) .

The main characteristic of the istisna' contract lies in its flexibility, especially in terms of payment and the production process. Payment in this contract can be made in advance, in installments, or after the goods are completed. The payment terms are adjusted according to the agreement between the customer and the producer. In addition, the producer is obliged to complete the order according to the agreed specifications. Meanwhile, the customer is obliged to fulfill the payment according to the agreement. (Fahmi et al., 2025) . In practice, the *istisna' contract* is very relevant to be applied to micro-convection businesses that rely on a custom-based production system. Convection businesses usually accept orders with specific designs and quantities according to consumer needs. However, the implementation of this contract does not always run ideally in the field. Obstacles such as inconsistencies in production results and delays in order completion are still encountered. Therefore, a good understanding of the *istisna' contract* is crucial to ensure its practice is in accordance with sharia principles. (Putri et al., 2024).

2.2. Justice in Sharia Economics

Justice is a fundamental principle in Islamic economics, serving as the primary foundation for all muamalah activities. The concept of justice (*al-'adl*) in Islam is not only interpreted as equality but also as placing things in their proper place proportionally. Justice demands that each party obtain their rights and fulfill their obligations without any element of oppression. In an economic context, justice serves to create balance in the distribution of wealth and business opportunities. Thus, justice is a value that must be upheld in every Islamic economic transaction. (Haoxing & System, n.d.) . The application of this principle of justice includes a balance between material and spiritual development as well as the utilization and preservation of resources, including the development of the small and micro business sector. (Husna et al., 2023) .

In Islamic economics, the principle of justice is reflected in the relationship between business actors and consumers, which is based on mutual consent and does not harm either party. Every contract must include clarity, honesty, and mutual agreement. Justice also rejects all forms of exploitation, manipulation, or fraud in transactions, in line with the prohibition of gharar, usury, and maysir, which disrupt economic balance. Thus, justice is a crucial benchmark for determining the validity of a transaction. (Dewi et al., 2022) . Justice in Islamic economics also includes the proportional distribution of profits and responsibilities between parties. In contracts based on cooperation or production, each party is obliged to receive compensation commensurate with their contribution and the risks they bear. Justice does not mean a uniform distribution of profits for all, but rather according to the roles and agreements agreed upon. This principle protects the weaker party from losses in transactions. Therefore, justice plays a role in maintaining the stability and harmony of economic activity. (Sri Marliani, 2021) .

In the context of small businesses such as garment factories, implementing fairness is crucial due to the direct interaction between business owners and customers. Fairness is reflected in the match between orders and finished products, the accuracy of completion schedules, and the transparency of agreed-upon prices. If the principle of fairness is not met, it has the potential to trigger conflict and a loss of trust. Conversely, optimal implementation of fairness can increase customer satisfaction and business sustainability. Thus, fairness in Islamic economics is not merely normative but also has practical implications in the business world. (Taofeeq Olamilekan Sanusi, 2025) .

2.3. Transparency in Sharia Transactions

Transparency is a crucial principle in Islamic economics, which prioritizes openness of information in every transaction. From a sharia perspective, this transparency aligns with the values of honesty (shidq) and trustworthiness, which are mandatory for economic actors. All parties to a contract are required to provide clear, complete, and non-misleading information. (Wahyudi & Rosyidah, 2024) .

This transparency ensures that consumers receive accurate information about products and services, including potential risks, thereby avoiding future losses.

Lack of transparency in transactions can give rise to elements of gharar (unlawful behavior) and information asymmetry, potentially detrimental to one party. Unclear data creates imbalances in decision-making, especially when business actors are more knowledgeable than consumers. Therefore, transparency plays a role in balancing information and ensuring fair transactions. In micro-enterprises such as garment factories, transparency regarding materials, prices, and production times is essential to maintaining customer satisfaction. Therefore, transparency is not only a Sharia principle but also a crucial factor for business continuity and trust (Fahmi et al., 2025) .

2.4. Gharar in Transactions

Gharar is a concept in Islamic jurisprudence (Fiqh Muamalah) that refers to an element of uncertainty, ambiguity, or speculative elements in a transaction that can be detrimental to one of the parties. In Islamic economics, gharar is prohibited because it contradicts the principles of justice and transparency in muamalah. Gharar can arise from unclear objects of the contract, price, quality, quantity, and time of delivery of goods. This prohibition is intended to protect parties from fraud and injustice in transactions. Therefore, every Islamic contract must be carried out clearly and openly to avoid elements of gharar. (Aksamawati, 2019) . The prohibition of gharar aims to prioritize transparent transactions and avoid ambiguity in business so that parties have sufficient knowledge of the business being run and are aware of the risks faced.

In micro-enterprises such as garment factories, gharar can arise if the business owner fails to provide clear information regarding orders to consumers. Differences between orders and production results also fall under the category of gharar. Therefore, business owners are required to implement the principles of transparency and honesty in every transaction. This effort not only complies with Sharia law but also maintains consumer trust. By avoiding gharar, transactions can be fair, safe, and beneficial for all parties (Syahwir et al., 2022) . Furthermore, unclear pricing information can also create the potential for gharar, so transparent pricing agreed upon by both parties is crucial to prevent misunderstandings and disputes.

3. Research methods

The type of research used is qualitative research with a case study approach. This study aims to examine in depth the application of the principles of justice and transparency in fulfilling the istisna' contract in micro convection businesses. The data obtained are analyzed descriptively to reveal the meaning, process, and dynamics that occur in the practice of istisna' contracts based on a sharia economic perspective. This research was conducted at the Vinstore Konveksi Store, which operates in the field of custom-made clothing production located on Jln Yos Sudarso 9, Palangka Raya City.

Research informants include business owners, production employees, and consumers who have placed orders. Data sources in this study consist of primary data and secondary data relevant to the research topic. Data collection techniques are carried out through direct observation, in-depth interviews, and documentation of business activities. The data analysis techniques used are data reduction, data presentation, and drawing conclusions to obtain a comprehensive picture of the application of justice and transparency in the istisna' contract.

4. Results and Discussion

Based on research conducted at the Vinstore Konveksi Store through observation, interview and documentation techniques, several findings were obtained regarding the application of the istisna' contract from the perspective of justice and transparency.

4.1. Results

Based on the results of research conducted at the Vinstore Konveksi Store through observation, interviews, and documentation, it was obtained that the implementation of *the istisna' contract* has been running according to its basic characteristics. The production process is carried out with a *made-by-order system,* where consumers first submit the design, quantity, and specifications of the product before production begins. The convection party also sets an initial agreement regarding the price and estimated processing time as part of the contract. This shows that the main elements in the *istisna' contract,* namely the clarity of the object of the order and the initial agreement, have been fulfilled. In addition, communication between producers and consumers is maintained throughout the production process to ensure the conformity of the results.

Observations also show that despite technical constraints such as delays in order completion, these do not invalidate the *istisna' contract.* Delays are more likely due to operational factors such as limited manpower and high order volumes. From the perspective of the *istisna' contract,* this condition is still tolerable as long as there is a clear agreement and communication between the two parties. Furthermore, the garment factory continues to strive to complete orders according to the initial agreement. This demonstrates a sense of responsibility in fulfilling the agreed contract.

Interviews with business owners indicate that the use of *the istisna' contract* is considered appropriate for the nature of a custom-made garment business. The payment system, which involves an initial down payment and payment upon completion, reflects the flexibility of *the istisna' contract.* Business owners also emphasized the importance of initial agreements regarding product specifications to avoid misunderstandings. Despite limitations in maintaining consistent quality and turnaround time, efforts to fulfill the contract remain a top priority. This demonstrates that business practices have attempted to adhere to the principles of *the istisna'* contract.

Meanwhile, interviews with employees indicate that the production process is carried out based on the specifications agreed upon in the *istisna' contract.* Employees strive to follow customer designs and requests in detail to ensure production meets orders. Constraints such as limited equipment and labor do affect the production process, but they do not alter the basis for implementing the contract. Each order is still produced according to the initial agreement between the customer and the garment manufacturer. This demonstrates that the implementation of the contract remains the primary reference in production activities.

Interviews with consumers indicate that they generally understand the *istisna' contract mechanism* implemented by Vinstore Konveksi. Consumers are aware that products are made to order, requiring a certain production time. Most consumers are satisfied because the production results are in accordance with the initial agreement. Although there are some complaints regarding delays or minor discrepancies, this does not diminish the essence of the agreed contract. This indicates that *the istisna' contract* has been understood and accepted by all parties in the transaction.

Based on the documentation, it was found that most transactions met the elements of an *istisna' contract,* although they were not fully documented in writing. Notes and proof of payment were available as a form of transaction administration. However, some agreements were still made verbally between consumers and producers. Nevertheless, clarity of agreement was maintained through communication from the outset. Therefore, the practice of the *istisna' contract* at the Vinstore Konveksi Store can still be categorized as valid and in accordance with sharia principles.

4.2. Discussion

Implementation of the Istisna' Contract at the Vinstore Konveksi Store

The implementation of the istisna' contract at the Vinstore Konveksi Store shows that the business practices have adopted the basic principles of Islamic jurisprudence (fiqh muamalah) comprehensively, particularly in order-based transactions. This can be seen from the initial agreement between consumers and producers regarding the design, quantity, specifications of goods, and price before the production process begins, which are the main characteristics of the istisna' contract. The made-by-order system implemented also reinforces the fact that the object of the contract is not yet available at the time of the transaction, thus aligning with the concept of istisna' as a contract for ordering goods to be produced later. Furthermore, the existence of fairly intense initial communication between the two parties indicates that the contract process was carried out consciously and based on mutual agreement without any coercion. Thus, conceptually and practically, the implementation of the istisna' contract at the Vinstore Konveksi Store has reflected compliance with the principles of Islamic economics which emphasize clarity of contracts and fair agreements (Fahmi et al., 2025).

In addition to the conformity of the contract mechanism, the flexibility of the payment system implemented by Vinstore Konveksi is also an important indicator of

the relevance of this practice to sharia provisions. Payments are made in installments, namely through an initial down payment and payment in full upon completion of production, demonstrating convenience for consumers while maintaining business continuity for producers. This payment pattern not only reflects the flexibility of the istisna' contract but also demonstrates a balance of interests between the two parties involved. Furthermore, the open and mutually agreed payment agreement reflects the element of willingness (ridha), which is one of the valid requirements in muamalah transactions. This demonstrates that the contract is not only formally valid but also meets the ethical values of sharia economics.

Overall, the practice of the istisna' contract at Vinstore Konveksi can be categorized as a good and applicable implementation in the context of micro-enterprises. Although there were some technical obstacles in the production process, such as delays or minor discrepancies in the results, this did not detract from the main essence of the contract that had been agreed upon from the start. In fact, this condition shows that micro-enterprises have the ability to adapt sharia principles within their operational limitations. This practice also demonstrates that the concept of contracts in muamalah fiqh is not merely theoretical, but can be implemented in real life in everyday economic activities. Thus, Vinstore Konveksi can be seen as a concrete example of the application of the istisna' contract that is relevant and in accordance with the development of the modern sharia economy.

Justice in the Istisna' Contract

From a justice perspective, the practices carried out by Vinstore Konveksi demonstrate an effort to maintain a balance between the rights and obligations of the parties to the contract. Consumers are given complete freedom to determine the desired product specifications, from design and materials to order quantity, so that their needs can be optimally accommodated. Meanwhile, producers receive compensation according to the mutually agreed-upon price, reflecting a mutually beneficial relationship. The interaction between consumers and producers also demonstrates an element of mutual consent, which is an important indicator of the validity of transactions in the Islamic economy. Thus, this practice reflects the principle of justice as a foundation for the implementation of the istisna' contract (Dewi et al., 2022).

Fairness in this practice is not only evident in the initial agreement, but also in how both parties strive to consistently implement that agreement. The garment manufacturer strives to complete orders according to predetermined specifications, while the consumer fulfills payment obligations according to the agreement. Continuous communication throughout the production process also plays a supporting role in maintaining a balanced relationship between the two parties. This demonstrates that fairness in this practice is not merely formal but also manifested in the actual interactions that occur during the contract process. Thus, fairness in this transaction can be categorized as substantive justice.

Despite this, there are some technical constraints, such as production delays, that can affect consumers' perceptions of fairness. However, these conditions are more likely due to operational factors such as labor constraints, rather than any intention to harm either party. In the context of Islamic economics, this situation is tolerable as long as it does not cause significant losses and remains within reasonable limits. Furthermore, the garment factory's efforts to fulfill orders demonstrate a high level of responsibility for the agreed-upon contract. Therefore, overall, the principle of fairness in this practice remains well-established and in accordance with Islamic values.

Transparency in Transactions

In terms of transparency, Vinstore Konveksi has demonstrated a high level of transparency with consumers at every stage of the transaction. Information regarding pricing, estimated processing times, and the production process is communicated directly before the contract is made, providing consumers with a clear understanding of the transaction. Furthermore, ongoing communication throughout the production process indicates that the convection company is committed to maintaining trust and avoiding misunderstandings in transactions. Therefore, transparency has become a crucial part of business practices (Wahyudi & Rosyidah, 2024).

Transparency is also evident in the open interaction between producers and consumers in determining order specifications. Consumers can convey their needs in detail, and the garment manufacturer provides explanations based on its production capabilities. This creates a communicative relationship and mutual understanding between the two parties. Although some information is not yet in writing, verbal communication still provides sufficient clarity in the transaction. This demonstrates that transparency depends not only on formal documentation but also on the quality of communication.

Overall, transparency within the Vinstore Konveksi store can be said to be well-functioning, although there is still room for improvement. This transparency has minimized potential conflict and increased consumer trust in the business. From a sharia economic perspective, this reflects the values of honesty and trustworthiness, which are key principles in transactions. The efforts made by the convection store to maintain communication are key factors in the success of this transparency. Therefore, this practice can be considered to align with the principles of transparency in the sharia economy.

Potential Gharar in Contracts

Based on research results, the practice of istisna' contracts at the Vinstore Konveksi Store shows that the element of gharar has been minimized quite effectively. Clarity regarding the order object, price, and processing time has been agreed upon from the outset before production begins. This indicates that the level of uncertainty in the transaction can be significantly reduced. Furthermore, ongoing communication throughout the production process helps reduce the potential for misunderstandings

between the two parties. Thus, this practice has fulfilled the principle of clarity in contracts, an essential requirement in muamalah fiqh (Aksamawati, 2019).

The gharar that may arise in this practice tends to be minor and does not dominate the overall transaction. In some cases, discrepancies in production results are caused more by technical factors, such as limited equipment or labor, rather than by unclear contractual agreements. This situation indicates that the uncertainty that arises is within reasonable limits and does not undermine the validity of the contract. Furthermore, the garment manufacturer continues to demonstrate good faith in completing the order according to the initial agreement. This indicates that the contractual agreement is being carried out responsibly.

In general, the practice of the istisna' contract at the Vinstore Konveksi Store remains within the permissible limits of Islamic jurisprudence. The level of clarity achieved in the transaction demonstrates that Sharia principles have been properly implemented. Although there are some technical limitations, these do not lead to violations of the basic principles of the contract. Therefore, this practice can be categorized as a legitimate transaction and in accordance with Sharia provisions. This also reinforces the ability of micro-enterprises to manage contracts effectively in their daily practices.

5. Conclusion and Suggestions

Conclusion

Based on the results of the research and discussion, it can be concluded that the implementation of the istisna' contract at the Vinstore Konveksi Store has been running well and in accordance with the principles of Islamic economics, especially in terms of fairness and transparency. This is demonstrated by the existence of an initial agreement between consumers and producers regarding product specifications, prices, and processing times before the production process begins, as well as an order-based transaction system (made by order) that is in accordance with the characteristics of the istisna' contract. From the aspect of fairness, the relationship between the two parties has reflected a balance of rights and obligations based on the principle of mutual consent, while from the aspect of transparency, information related to the transaction has been conveyed openly both before and during the production process. In addition, the contract practices carried out are also relatively able to minimize the element of gharar due to the clarity of the object of the order and the agreement at the beginning of the transaction. Thus, the practices carried out by the Vinstore Konveksi Store show that micro-enterprises are able to implement Islamic contracts in an applicable manner in daily business activities.

Suggestion

Based on the research results, it is recommended that the Vinstore Konveksi Store improve the quality of the implementation of the istisna' contract by strengthening the transaction documentation system by creating a written agreement that contains detailed order specifications, so as to minimize the potential for misunderstanding and

strengthen the clarity of the contract. In addition, it is necessary to prepare standard operating procedures (SOPs) in the production process to maintain consistent quality results and punctuality of work. For consumers, it is recommended to be more active in ensuring the clarity of order specifications and maintaining communication with the convection party during the production process. Meanwhile, for further researchers, it is hoped that they can develop the research by expanding the object of study or adding other variables to obtain more comprehensive results regarding the implementation of the istisna' contract in the sharia economy.

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