

Analysis of the Practice of Buying and Selling Household Appliances in Accordance with Sharia Economic Law

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Abstract

This research discusses early billing that is not in accordance with the escort agreement according to sharia economic law. Using a descriptive qualitative method of interview as a primary data source, the research found that there is a practice of the seller billing the buyer early, namely every 10th of the month of the agreement, the billing should be agreed upon on the 25th. 2. Analysis of the practice of buying and selling household appliances according to sharia economic law in the city of Subulussalam is not valid, because the terms and conditions of buying and selling have not been fulfilled. Because it is not in accordance with the initial agreement that has been mutually agreed between the seller and the buyer.

Keywords:

Buying and selling; Household appliances; Accordance; Sharia economic law.

1. INTRODUCTION

In daily life, humans will not be separated from the process of interaction with other humans to conduct buying and selling transactions. As a religion that regulates all aspects of life, Islam also regulates muamalah, namely buying and selling transactions in instalments or credit. Muamalah is the exchange of goods or services or something that gives benefits in a determined manner. The Muamalah referred to in this case is buying and selling. Buying and selling is a basic form of human economic activity and is an activity that is highly recommended in Islamic teachings. In QS. Al Baqarah verse 275 Allah says that ‘..... And Allah has justified buying and selling and forbidden usury....’

The phenomenon of buying and selling has developed and is widely chosen to own goods without the need to have a large amount of money. This is what makes buying and selling on credit more and more in demand, eventually creating a job called a mobile credit repairman and has the behaviour of a seller, bringing goods and offering them to buyers with a choice of cash or installments, making transactions made with a down payment, and using conditions.

In the practice of buying and selling there are several types, one of which is murabahah. Murabahah is one type of instalment sale and purchase seen from the goods in addition to musawamah, tawliyah, isyrak, washi'ah. In this concept, the sale and purchase taken is a sale and purchase using a murabahah contract, which means a sale and purchase practice that sells goods according to adding certain profits. This is also supported by the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI) No. 04/DSN-MUI/I/IV/2000 concerning murabahah. Murabahah is divided into two types, first murabahah with cash and the second murabahah with instalments or instalments (murabahahbitsamanajil).

Many scholars from among the companions, tabi 'in and the imams of the madhhab allow murabahah sale and purchase. According to Wabwah Zuhaili, this transaction is permissible, the proof of bay'ulmurabahah lilaamirbisysyiraa is the statement of Imam Shafi'I in the book al- umm, namely: 'If a man shows his merchandise to others, then he says, buy this item and give me this much profit, then the law is permissible. The conditions for murabahah sale and purchase are first, knowing the first price, secondly the customer to buy the goods and thirdly the promise of the party to sell the goods by means of murabahah.

Most residents in Pasar Rundeng Subuluusalam City work as private employees and labourers, so to improve their business and living standards, most of the people of Pasar Rundeng use a credit buying and selling system, because if borrowing at BANK the deposits must be regular so that it is burdensome for the people of Pasar Rundeng. Sales or sellers of household appliance products in Rundeng Market usually offer goods as needed by the community, namely home appliances needed blenders, ovens, cauldrons, irons, pots,

Teflon, with a payment system not in cash but on credit, starting at a price of Rp.1,000,000 to Rp. 2,000,000 each instalment and in instalments for 3 months. The buyers did not object even though the price was much higher than the market price. So that it attracts many residents to buy it because they can pay in instalments. In the practice of buying and selling household appliance products in instalments that occur in the Rundeng market in Subulussalam City, the number of instalments and the payment period also vary greatly. The number of installments is highly dependent on the length of time for installment payments, where if the installment payment time is getting longer, the number of installments of the price of household appliance products that must be paid is also getting bigger. as conveyed by Mrs. Santi to the researcher, for the price of Teflon products which cost Rp.250,000 (thousand). if paid in cash, in the practice of buying and selling in instalments the buyer must pay Rp. 100,000, (thousand) for five payments and a panjar of Rp. 50,000 at the time of delivery of household appliance products.

The second previous research is research from Zul Azimi with the research title 'Payment Practices of Motorcycle Sale and Purchase Credit Installments Case Study of PT Mandala Sigli' the results of his research are Payment of motorcycle sale and purchase installments at PT Mandala Sigli has not met the views of Islamic law, there is an element of a fine if there is a delay in paying, which in this case is prohibited in the Islamic concept. This research is different from previous research in that it focuses on different objects, namely researching household appliances, so that researchers are interested in researching this title.

The urgency of this research needs to be known in terms of sharia economic law on the collection of payments made by the seller of goods (sales) against the buyer is not in accordance with the initial agreement, meaning that the initial agreement is every 25th but the seller collects earlier.

In sharia economic law, it discusses the views or laws on buying and selling on credit by considering in terms of Islamic law, namely by seeing whether the terms and conditions are fulfilled so that the sale and purchase practice is declared valid in Islamic law. So, the researchers are interested in researching 'Analysis of the Practice of Buying and Selling Household Appliances on Credit According to Sharia Economic Law.

2. RESEARCH METHOD

This research is qualitative research with a descriptive approach. The phenomena that occur are described in the form of words. The types and sources of data in this study use primary and secondary data. According to Sugiyono, primary data is data that is directly obtained from the source and given to data collectors or researchers. Primary data sources in this study are 4 key narrators, namely Mrs Santi, Sinta and Emma as buyers and Mr Abdul as a seller (sales). While secondary data sources in this study are books, print media that discuss buying and selling in instalments and articles that are relevant to the title.

The data collection methods used in this research are observation, interviews, and documentation. The observation carried out by researchers is by directly observing the subject under study within the period of observation and recording data on the object of research. The object of research in this study is the community of Surendeng Subdistrict, Subulusaalam City. While interviews are conversations conducted by two parties to obtain detailed information related to the research conducted by researchers on 4 sources, namely Mrs Santi, Sinta, Ema and Mr Abdul. And then documentation was carried out on the research in the form of pictures and information that could support the research.

The data analysis used by researchers in this qualitative research is data analysis based on the data obtained. The data were analysed by reducing the data (summarising the data) to select the main things; thus the data can provide a clearer picture, then presenting the data. Presentation of data is presented in the form of arrangements, charts, and the like. Next is conclusion drawing and verification, conclusions can be temporary if the evidence is not yet strong and credible if the evidence is valid and consistent.

3. RESULTS AND DISCUSSION

3.1. The Practice of Buying and Selling Household Appliances in Accordance with Sharia Economic Law

In the practice of buying and selling instalments carried out in the rundeng market, Subulussalam city, currently many local people do it in order to relieve buyers in buying goods by paying in instalments the goods to be purchased. This practice provides a solution to the community, namely that payments are made in stages, in instalments within a certain period of time according to the buyer's ability to pay. Where this practice began with the seller travelling around using a box car carrying merchandise to sell to the community, one of which was by demonstrating household appliances in front of the community directly, so that many people were interested in buying. The community was initially not interested in buying, but the seller provided a sales trick, namely by offering an instalment system in buying, so that many people switched from having no intention of buying to being interested in buying. Pak Abdul as the seller provides several terms and conditions if the buyer wants to buy on credit that must be obeyed by the buyer, namely an agreement on the date and time of payment and the amount of installments to be paid. And billing will be

made directly to each buyer's home. After the agreement process, there is an agreement between the two parties.

Based on the results of the interview, the researcher found several facts, the researcher interviewed Mrs Santi as a buyer of household appliances in instalments and was a customer of Mr Abdul, she bought an oven from Mr Abdul. The initial agreement between the seller and the buyer in the practice of paying instalments is made every 25th of every month, but what happens is that Pak Abdul collects faster, namely every 10th, so that researchers see that it is not in accordance with the initial agreement of the two. This is also the same thing that happened to Mrs Dinta and Ema. This was also asked to Pak Abdul as the seller, but Pak Abdul gave several reasons, namely due to urgent reasons, going out of town and playing capital, so that billing had to be done faster than the initial agreement.

This can also have legal consequences, namely in Article 1338 of the Civil Code which regulates that agreements cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. Therefore, there is a need for periodic socialisation of the practice of buying and selling in instalments in accordance with the rules of sharia and applicable law to the perpetrators of murabahan, in this case the seller and buyer. Abdullah (2019) says providing understanding to the public about the practice of buying and selling according to sharia is able to improve people's welfare because Islamic law provides solutions to every micro and macro economic problem

3.2. Analysis of the Practice of Buying and Selling Household Appliances in Installments According to Sharia Economic Law

Muamalah is part of Islamic law relating to rights and property arising from transactions between one person and another, or between a person and a legal entity or one legal entity and another legal entity. Buying and selling is a means of society in which one party binds himself to deliver an object, the other party to pay the promised money price.

In essence, Islamic law includes sharia economic law, which aims to realise human benefits in the search for worldly life, eliminate all difficulties and to prevent all actions that are void and prohibited. Etymology (language) is the exchange of goods for goods (barter), while according to terminology (term), conveyed by Imam Hanafi, he stated that buying and selling is the exchange of goods or property in a certain way or exchanging goods that are liked for goods that have commensurate value and benefits for each party.⁴ In the study of fiqh, the law of buying and selling is basically halal or permissible (mubah) in the sense that buying and selling can also be used to make a living and will become mandatory if buying and selling is the only way to survive.

The Shafi'iyah, Hanafiyah, al-Muayyid Billah, and the majority of other scholars are of the opinion that credit is permissible in Islam. This is based on several things, namely: 1. The absence of evidence that forbids the implementation of credit is the first reason why credit is allowed. 2. Provisions for Credit Buying and Selling Although in Islam credit buying and selling is allowed, it is necessary to follow several rules, including: a. Prohibited from Buying and Selling Ribawi Goods The first requirement is not to carry out transactions in ribawi goods such as money, gold or silver, dates, wheat, salt and the like, where this item can cause usury transactions if the goods are traded or exchanged but not in accordance with religious law. So, it is recommended to be traded in cash or cash. This is based on the hadith, Rasulullah-shallallahu 'alaihiwasallam said: The Goods Sold are Owned, namely A seller is prohibited from selling goods that do not belong to him, the goods sold must be his own property. It is forbidden for anyone to sell or credit goods that are not his right.⁴ Handover of Goods Must be Done on Time, where in the credit system, the goods are given to the buyer in cash. In this case the buyer has the right to own the goods when the credit system agreement has been agreed upon by both parties, with or without the first payment. This must be done on time, must not be delayed unless there is a specific agreement.⁵ Payment Terms Must Be Clear with Notes on the transaction procedure and payment terms must be clear. The seller has evidence of the agreement with the buyer and can be used as a tool to prove if one party forgets / is mistaken so as not to cause disputes and misunderstandings. 6. If late, there should be no system of adding interest because the delay is included in usury. Therefore, in credit system transactions it is not allowed to impose additional interest when the buyer is late paying. 7. The agreement of both parties where in conducting a credit transaction there must be an agreement or sale and purchase agreement between the two parties in the form of a nominal payment, payment repayment tempo, the number of instalments which must be clearly written, known and agreed upon by the seller and buyer. This is also in line with what was conveyed by Rozalinda (2016) that application in the financial sector is also able to provide good results because it adheres to sharia principles which not only focus on the worldly but also the ukhrawi.

In the view of sharia economic law, buying and selling can be said to be valid if it fulfils the pillars and conditions of buying and selling and when the conditions or pillars are not fulfilled, the law of buying and selling becomes invalid.

4. CONCLUSION

The practice of buying and selling household appliances in instalments according to sharia economic law in the city of Subulussalam where in practice the seller makes early billing to the buyer, namely every 10th of the month of the agreement, the mutually agreed billing should be on the 25th, This causes discrepancies in the contractual agreement between the seller and the buyer, giving rise to disputes in the future 2. Analysis of the practice of buying and selling household appliances according to sharia economic law in the city of Subulusaalam is not valid, because the terms and conditions of buying and selling have not been fulfilled. Because it is not in accordance with the initial agreement that has been mutually agreed between the seller and the buyer.

The suggestions in this study are that in every sharia-based buying and selling practice the actors are expected to always be guided by al-quarn and hadith in order to avoid something that might cause harm. To anticipate the risk of the implementation of buying and selling, the sale and purchase should be carried out in writing and present witnesses as evidence if something unwanted happens.

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