

**PRACTICE OF BUYING AND SELLING ES TELER BAGJA BANDUNG: A CASE STUDY IN KELURAHAN 3-4 ULU, PALEMBANG CITY**

**Aldi Putra Pratama<sup>1</sup>, M.Legawan Isa<sup>2</sup> dan Jumanah<sup>3</sup>**

<sup>123)</sup> Universitas Islam Negeri Raden Fatah Palembang

***ABSTRACT***

*This study aims to examine the mechanisms and application of the principles of Sharia Economic Law in the sales practices of Es Teler Bagja Bandung located in Kelurahan 3-4 Ulu, Seberang Ulu 1 District, Palembang City. Principles in Sharia transactions serve as fundamental guidelines to uphold justice, trust, and blessings in business activities. In the context of Sharia Economic Law, these principles are not merely moral values but also serve as legal foundations ensuring fairness for both sellers and consumers. The research employs a qualitative method with an inductive approach, further developed using an empirical juridica approach. Data were collected through in-depth interviews with business owners and customers, direct observation at the sales location, and documentation of transaction records. This approach aims to understand the actual sales practices and analyze them in light of applicable legal principles. The findings reveal the presence of dishonesty, injustice, and gharar (uncertainty) in the sales process, particularly concerning the quality and quantity of the product. Sellers often fail to provide complete information about the product composition, leaving consumers without adequate knowledge to make informed decisions. Such practices contradict the principles of honesty, justice, and the prohibition of gharar in Sharia Economic Law. The study recommends improving honesty, fairness, and the accuracy of information in sales practices. Additionally, it emphasizes the need to educate business actors about the importance of upholding these principles to enhance the integrity and blessings of their businesses. These efforts are expected to foster balanced justice between sellers and consumers and encourage greater compliance with Sharia law.*

**Keywords:** *Sharia Economic Law, Principles, Case Study, Sales Practices.*

## ABSTRAK

Penelitian ini bertujuan untuk mengkaji Mekanisme dan penerapan *Asas Hukum Ekonomi Syariah* pada praktik jual beli Es Teler Bagja Bandung di Kelurahan 3-4 Ulu, Kecamatan Seberang Ulu 1, Kota Palembang. *Asas* merupakan prinsip fundamental dalam transaksi syariah yang bertujuan menjaga keadilan, kepercayaan, dan keberkahan dalam aktivitas jual beli. Dalam konteks *Hukum Ekonomi Syariah*, *Asas* bukan hanya menjadi nilai moral, tetapi juga landasan hukum yang memastikan keadilan bagi penjual dan konsumen. Penelitian ini menggunakan metode kualitatif dengan pendekatan induktif yang kemudian dikembangkan menggunakan pendekatan yuridis empiris. Data dikumpulkan melalui wawancara mendalam dengan pelaku usaha dan konsumen, observasi langsung pada lokasi penjualan, serta dokumentasi terkait transaksi yang dilakukan. Pendekatan ini bertujuan untuk memahami praktik jual beli yang sebenarnya dan menganalisisnya sesuai prinsip hukum yang berlaku. Hasil penelitian menunjukkan adanya praktik *ketidakjujuran*, *Ketidakadilan*, dan *Gharar* atau ketidakpastian dalam penjualan Es Teler Bagja Bandung, terutama dalam kualitas dan kuantitas produk. Penjual sering kali tidak memberikan informasi yang lengkap mengenai komposisi produk, sehingga konsumen tidak memiliki pengetahuan yang memadai untuk membuat keputusan yang adil. Praktik ini tentunya bertentangan dengan *asas kejujuran*, *Keadilan* dan *Larangan Gharar* dalam *Hukum Ekonomi Syariah*. Penelitian ini merekomendasikan perlunya peningkatan kejujuran, keadilan, dan akurasi informasi dalam praktik jual beli. Selain itu, diperlukan edukasi bagi pelaku usaha terkait pentingnya *asas kejujuran*, *Keadilan*, dan *Larangan Gharar* dalam meningkatkan keberkahan usaha mereka. Upaya ini diharapkan dapat menciptakan keadilan yang seimbang bagi penjual dan konsumen serta mendorong kepatuhan terhadap hukum Syariah atau hukum Islam.

**Kata Kunci:** Hukum Ekonomi Syariah, Asas, Studi Kasus, Praktik Jual Beli.

## A. INTRODUCTION

Humans as social beings have basic needs that must be met. Human needs can be divided into two parts: needs that are most important and cannot be neglected for survival, and needs that are for personal satisfaction. According to the Great Dictionary of the Indonesian Language (KBBI), needs are everything that is greatly required by humans for their well-being. Human needs are something that must exist and be fulfilled, used for the sake of survival..

Needs are divided into three types: Primary, Secondary, and Tertiary needs. Primary needs that must be met include food, clothing, and shelter. Food is a basic need that is absolutely essential for humans to live. This need must be met absolutely to avoid death. Food is not limited to meals, but also includes beverages consumed daily. Although food and drinks are part of primary needs, if the food and drinks are of the 'street food' type, they can be categorized as secondary needs. Therefore, the practice of buying and selling is known. Buying and selling is an agreement to exchange goods or goods for money, with the aim of transferring ownership from one party to another based on mutual consent in accordance with the rules permitted in Islamic law.<sup>1</sup>

In fiqh terminology, trade is referred to as al-ba'i, which means selling, exchanging, or trading something for another item.

The term al-ba'i in fiqh is sometimes also used to mean the opposite, namely al-syira, which means buying. Therefore,

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<sup>1</sup> A. Khumedi Ja'far, *Hukum Perdata Islam Di Indonesia – Aspek Aspek Hukum Keluarga Dan Bisnis* (Bandar Lampung: Gemilang Publisher, 2018), Hlm. 104

*Al-ba'i* carries the meaning of a buying and selling transaction in general, encompassing selling and purchasing activities.

According to the Hanafiyah perspective, if summarized, a sale (*al-ba'i*) is defined as an activity of exchanging valuable assets or goods desired with equivalent items through a certain beneficial method. Meanwhile, according to the Malikiyah, Shafi'iyah, and Hanabilah schools, a sale (*al-ba'i*) is the activity of exchanging assets for other assets in the form of transferring ownership rights.<sup>2</sup>

According to Hendi Suhendi, buying and selling is an agreement made voluntarily between two parties to exchange goods or items of value. In this agreement, one party hands over the goods, and the other party receives them in accordance with the agreed terms or rules recognized by sharia.<sup>3</sup> In addition, Imam Mustofa stated that etymologically, buying and selling (*al-bai'*) means the exchange of goods for goods or barter. The term buying and selling is used to describe the two sides of a transaction that occur simultaneously, namely the acts of selling and buying.<sup>4</sup>

It can be concluded that buying and selling is one form of mutual assistance activity. The basic principles or foundations that Islam has established regarding buying and selling are found in the Principles of Sharia Economic Law, which include honesty, justice, prohibition of gharar, and consent, among others. These are the basic principles in trading, which often face various challenges related to these principles. Therefore, it can be interpreted that every transaction involves an exchange of goods that includes an element of mutual consent.<sup>5</sup>

The food and beverage trading industry has undergone a significant transformation. When discussing trading practices, one must first understand the rules of trade. Buying and selling must comply with Islamic principles and laws, as well as meet their requirements. In addition, trading should bring benefits and welfare to people, while avoiding harm.

Trade is an important element in Islamic law. It is considered an important element in Islamic law because trade essentially represents one of the practical applications of the objectives of Shariah or *maqasid al-shari'ah*, which are specifically mentioned by Al Ghazali, as an effort to preserve human life or *hifd al-nafs*, and it can also be aimed at achieving economic welfare or *hifd al-mal*.<sup>6</sup>

The welfare referred to here is the need to live a decent life, such as fulfilling the needs for clothing, food, and shelter, as well as gaining profits from trade that has been conducted to achieve well-being. Trade itself must be kept away from harm, which refers to things that cause loss, uselessness, injustice, and other matters regulated under Sharia Economic Law. In carrying out trade transactions

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<sup>2</sup> Mardani, *Fiqh Ekonomi Syariah Fiqh Muamalah*, (Jakarta: Prenadamedia, 2015), hlm. 101

<sup>3</sup> Hendi Suhendi, *Fiqh Muamalah*, (Depok: Rajawali Pers, 2019), hlm. 68

<sup>4</sup> Sudiarti S, *Fiqh Muamalah Kontemporer* (Depok: Rajawali Pers, 2018), hlm. 21

<sup>5</sup> Syed Nawab Haider Naqwi, *Menggagas Ilmu Ekonomi Islam* (Yogyakarta Pustaka Pelajar Offset Tahun 2003), hlm. 189

<sup>6</sup> Faisal Agnia, *Jual beli makanan dan minuman secara paksa Perspektif Sosiologi Hukum Islam*, (Yogyakarta Universitas Islam Negeri Sunan Kalijaga, 2017), hlm. 2

Buying and selling, of course, should avoid things that could result in the suffering of humanity, which is the problem or phenomenon addressed in this research.

Islam has regulated the relationships among human beings through "Buying and Selling" to ensure mutual benefit for both parties, so that no one feels disadvantaged. In buying and selling, the conditions of a valid transaction include pillars and requirements that must be fulfilled; if any of them are not met, the buying and selling process is not valid.

However, in practice, humans often face the temptation to gain greater profit, leading to dishonest, unfair, or uncertain actions regarding the goods being traded, as exemplified by the Seller of Es Teler Bagja Bandung. The Seller frequently reduces the composition of Es Teler Bagja Bandung when the price of its ingredients rises or due to other reasons, without informing the buyers or consumers. This occurs even though the Seller of Es Teler Bagja Bandung has established a standard composition, which is not being adhered to.

Principles of Sharia Economic Law such as honesty, justice, and the prohibition of gharar in buying and selling are important to maintain, build, and create transactions that are trustworthy, fair, and free from harmful uncertainty, both in worldly and spiritual matters, which certainly affect the validity of the transactions.

From the background of the above case, which covers the Principles of Sharia Economic Law in the buying and selling transactions of Es Teler Bagja Bandung, the researcher is interested in conducting a deeper study with the title **"A Review of the Principles of Sharia Economic Law on the Buying and Selling Practices of Es Teler Bagja Bandung (A Case Study in Kelurahan 3-4 Ulu, Kecamatan Seberang Ulu 1, Palembang City)"**.

## **B. RESEARCH METHOD**

This research uses a type of field research, which involves obtaining and collecting data directly on site, so this study can be considered a case study research aimed at understanding the phenomena experienced by the research subjects, such as behavior, perception, motivation, actions, and others. It is conducted thoroughly and explicitly using various natural techniques. This type of research is included in descriptive research with a field method used to collect data directly at the research target location. In this study, the researcher uses a qualitative approach and processes data in the form of narrative or descriptive text rather than numbers.<sup>7</sup> The analysis technique is conducted inductively, which is a method of thinking based on facts found in the field, and then further developed using the Empirical Normative Research approach.

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<sup>7</sup> Muhaimin, Metode Penelitian Hukum, Mataram University Press, Cet-1, (Mataram, 2020), Hlm. 127

## C. DISCUSSION

### Interview Results And Field Data Of The Researcher'S Interviews

#### 1. Results of the interview with the Seller of Es Teler Bagja Bandung:

In the buying and selling of Es Teler Bagja Bandung, the systems used are conventional transaction and e-commerce. Es Teler Bagja Bandung operates from 10:00 AM to 10:00 PM WIB. Based on the researcher's observation and interview regarding how the buying and selling process of Es Teler Bagja Bandung takes place in Kelurahan 3-4 Ulu, Kecamatan Seberang Ulu 1, Palembang City, it is as follows:

Mr. Kgs Nurdin and Mrs. Rika explained that when one or several customers come to buy Es Teler Bagja Bandung, they immediately place an order specifying how many Es Teler Bagja Bandung they want to order or buy. After the buyers inform Mr. Kgs Nurdin or Mrs. Rika of the quantity of Es Teler Bagja Bandung they want to order or buy, Mr. Kgs Nurdin and Mrs. Rika accept it as a sign of offer and acceptance between the two parties, namely the contracting parties, which is then packaged per cup, and finally handed over and payment is received.

However, if the Es Teler Bagja Bandung that has been made and prepared on the stand at their cart is sold out, it will be mixed and made first. Regarding how much composition of Es Teler Bagja Bandung such as young coconut, pomegranate, nata de coco, jackfruit, avocado, and other ingredients, it depends on the market price of these ingredients.

If the composition price is high or experiencing an increase, there will be a reduction in the composition of Es Teler Bagja Bandung, which is not informed to the buyers because it is assumed that the buyers also understand this matter. In fact, the sellers themselves have already determined the measurement for how much composition of Es Teler Bagja Bandung should be placed on their sales cart..

"Actually, I also don't want to reduce the composition of the Es Teler Bagja Bandung that I sell. All this time, I have tried to maintain the quality so that customers remain satisfied. But in recent years, the prices of ingredients like avocado, coconut, and milk have kept rising. If I raise the price, I'm afraid customers will leave. If I continue using the full composition, I would actually incur losses and might have to stop selling. So I choose to slightly reduce the filling, so I can still sell at the same price and customers can still buy. I admit, I haven't told customers about this reduction in the composition. But it's not because I intend to deceive them, it's just the economic situation that forced me to do so."

Mr. Kgs Nurdin and Mrs. Rika also never accept orders for Bagja Bandung Es Teler that are paid for in advance or ordered first and then picked up by the consumer or buyer before making the payment.<sup>8</sup>

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<sup>8</sup> Hasil Wawancara dengan Bapak Kgs Nurdin dan Ibu Rika, Pemilik Es Teler Bagja Bandung pada tanggal 12 Januari 2024.



## **2. Results of the Interview with Consumers of Es Teler Bagja Bandung:**

### **Consumer 1:**

Es Teler Bagja Bandung has become one of the main choices for its loyal customers, including a consumer named Mrs. Fatimah who has been a subscriber since 2013. She regularly purchases this product two to three times a week, especially during hot weather. One of the main reasons for her interest in this product is the balanced taste that is not too sweet, as well as the composition that meets consumer expectations. However, in recent times, the consumer has begun to notice changes in the amount of ingredients used, particularly in the avocado portion, which has significantly decreased.

As a long-time consumer of the product, the Consumer has had similar experiences with other food products. The Consumer once bought rendang rice at the same price as before but found that the portion of rendang meat received was much smaller and thinner than before. This caused disappointment because the Consumer felt they were not getting value proportionate to the price paid. A similar situation also occurs with packaged food products, such as biscuits, where the quantity inside is less even though the packaging remains the same. This phenomenon indicates a practice of adjusting product composition without notice, which can affect consumer satisfaction and trust in the seller.

Specifically for Es Teler Bagja Bandung, consumers have begun to notice a reduction in the ingredients when observing the preparation process of the drink directly. Usually, consumers pay attention to the amount of avocado, jackfruit, and young coconut pieces that the seller adds. However, on several recent occasions, consumers found that the amount of avocado provided was very small, almost as if it were just a decoration without providing a sufficient portion. This has caused confusion, considering that previously the seller had established certain standards regarding the amount of ingredients in each serving. However, the changes that occurred were not communicated to consumers, leading to questions.

The initial reaction of consumers to this change was to consider it a coincidence. However, after purchasing multiple times and getting the same results, consumers realized that the change was not just a coincidence, but had become a consistent pattern. Consumers understand that the increase in raw material prices could be a contributing factor, but they still feel that consumers have the right to receive clear information before any changes are made to the products they buy.

“Although feeling disappointed, this consumer still continues to buy Es Teler Bagja Bandung because they are accustomed to it and it is difficult to find a substitute product with a similar taste. However, the consumer emphasizes that trust between the seller and buyer is a very important aspect in the sustainability of the business. If this practice continues without transparency, the consumer is likely to seek other alternatives. Therefore, the consumer hopes that the seller will be more transparent by providing notifications regarding changes

future compositions, for instance by removing or updating the portion information displayed on the cart, consumers also feel that these changes cause unfairness, resulting in losses where consumers pay the same price but receive different quality and quantity, causing uncertainty in portions and leading to consumer misunderstandings, he stated”.<sup>9</sup>

### **Researcher's Interviews**

#### **Consumer 2:**

The researcher conducted an interview with a consumer, a housewife named Mrs. Sri Dede Hartati, who, although not regularly, sometimes buys Bagja Bandung Es Teler for her family's consumption. The consumer, who has one child, usually buys two servings of es teler to share with her family. According to her, the portion is sufficient to be enjoyed by three people, including herself. However, on one occasion, Mrs. Sri noticed a significant change in the portion of Bagja Bandung Es Teler that she received.

According to his statement, during the last purchase, the portion of Es Teler Bagja Bandung that the consumer ordered seemed smaller than usual. "I feel that there is something inconsistent between what I received and what I expected, considering the portion I usually buy for three people now feels insufficient," he said. This situation caused disappointment, as the consumer is accustomed to a larger composition, in accordance with the standard that has been accepted so far.

A few days later, the customer visited Toko Es Teler Bagja Bandung again, this time at the request of a neighbor who wanted to place an order. On this occasion, the customer decided to ask the seller directly about the reduction in the composition. The seller explained that the reduction occurred due to an increase in raw material prices, but the standard composition listed on the cart had not yet been updated or replaced. The customer listened to the explanation attentively and tried to understand the reason behind the changes that had occurred.

Nevertheless, the consumer stated that the seller should always be more transparent about such changes. "I understand the reason for the increase in raw material prices, but as a consumer, I feel it is important to be directly informed about the changes in composition. Otherwise, consumers end up paying the same price but receiving something different. This will prevent misunderstandings and help consumers feel valued," the consumer firmly stated.

If the reason for the change in composition can be understood by consumers, they will be more accepting and may continue to purchase the product. "Good communication is key," he said. If there are changes in the composition, it is better for the seller to inform it from the beginning to provide clarity. This will avoid misunderstandings and create stronger trust between

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<sup>9</sup> Hasil Wawancara dengan Ibu Fatimah, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 13 Januari 2024.



Sellers and consumers, clearly,” it seems that in this case it is as if only the sellers want to be understood regarding the reduction in the composition, while the consumers do not. Responding further to this matter, the consumer firmly stated that they might switch to another brand. This shows that consumers pay great attention to good communication in every transaction they engage in..<sup>10</sup>

## DISCUSSION

### 1. The Contract Mechanism Based on Sharia Economic Law in the Sale and Purchase Practice of Es Teler Bagja Bandung in Kelurahan 3-4 Ulu, Seberang Ulu 1 District, Palembang City?

Based on the results of observations and in-depth interviews conducted by the researcher with the seller of Es Teler Bagja Bandung in Kelurahan 3–4 Ulu, Seberang Ulu I District, Palembang City, transactions were carried out through two mechanisms: direct (conventional) transactions and pre-order or reservation systems. The seller serves customers who come directly to the business location and also accepts orders to be picked up at an agreed time.

In its implementation, the buyer first informs the seller, Mr. Kgs. Nurdin and Mrs. Rika, of the number of es teler they want. After that, the seller prepares the order according to the requested amount and hands it over to the buyer, followed by payment in cash. If the available products have run out from their cart, the seller will first make or prepare the order according to the request before handing it over to the buyer.

From the explanation above, it can also be understood how the contract process for buying and selling Es Teler Bagja Bandung occurs, which the researcher concludes as follows:

#### a. Contract Process

The sales and purchase contract of Es Teler Bagja Bandung uses *Al-Bay'* and *Istishna* contracts.

- 1) *Al-Bay'* Contract is a purchase and sale transaction where the goods and payment are delivered immediately and in cash. Example: buying goods in a store and taking them home immediately. In this context, the Es Teler Bagja Bandung transaction practice falls under the *Al-Bay'* contract if:
  - a. The buyer makes a purchase directly at the business location;
  - b. There is an offer statement (*ijab*) from the buyer in the form of ordering the product.
  - c. The seller gives acceptance (*qabul*) by agreeing to and fulfilling that request.
  - d. The goods (Es Teler Bagja Bandung) are handed over by the seller and the buyer pays directly at that moment..

The contract is considered valid from the perspective of Sharia Economic Law because it has met the elements of a contract, which consist of:

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<sup>10</sup> Hasil Wawancara dengan Ibu Sri Dede Hartati, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 13 Januari 2024.

- a. Subject of the contract: Both parties, namely the seller and the buyer, who meet the legal capacity requirements.
- b. Object of the contract: The commodity being traded (Es Teler Bagja Bandung) and the price agreed upon clearly.
- c. Sighat (words of offer and acceptance): The existence of an agreement statement, either verbally or through actions that can be understood as offer and acceptance.
- d. Willingness of both parties: The presence of willingness and absence of coercion in the transaction process..

- 2) Istishna contract, which is a special form of bai' as-salam, is a sales contract between the buyer and the manufacturer of the goods. In this contract, the manufacturer accepts an order based on agreed specifications, then produces it and subsequently sells it back to the buyer.

In the practice of Es Teler Bagja Bandung, the istishna' contract occurs under the following conditions:

- a. The buyer places an order for Bagja Bandung Es Teler.
- b. When the stock is out, the seller then produces or prepares the Bagja Bandung Es Teler first.
- c. The product delivery and payment are made after the order is completed.

Istishna' contract is permitted in Islamic Economic Law and is commonly applied in various production fields such as food and beverages, clothing, or construction. The validity of an istishna' contract is reviewed from several aspects, including:

- a. The ordered goods must have clear specifications, even if the goods are not yet available at the time the contract is made.
- b. The completion time of the goods can be agreed upon, although it is not always an absolute requirement.
- c. The price must be agreed upon at the beginning of the contract, to avoid disputes and ensure transparency in the transaction.

It can be concluded that in the practice of buying and selling Es Teler Bagja Bandung, there are two forms of contracts applied, namely the al-bay' contract and the istishna' contract. Both are valid forms of contracts and are permissible from the perspective of Islamic economic law as long as they are carried out in accordance with the pillars and conditions of the applicable contract. Although outwardly the sales contract of Es Teler Bagja Bandung appears valid because it meets the elements of subject, object, sighat, and consent, the practice of reducing the composition without notifying the consumer, even though the seller of Es Teler Bagja Bandung has established a standard composition posted on their cart but not adhered to, makes the contract invalid according to Islamic law. This is because:

1. The contract object (Es Teler Bagja Bandung) in terms of composition does not match the information displayed on the trade cart.

2. There are elements of maysir, tadlis (hidden fraud), and gharar (uncertainty).
3. It violates the principles of honesty, transparency, fairness, and the prohibition of gharar in Sharia Economic Law..

As a result, the contract becomes invalid (defective) because the full consent of the buyer is not fulfilled. In Islamic Economic Law, this nullifies the benefits of the contract, violates the principles of fairness, blessings in transactions, and disrupts the validity of the sales practice.

## **2. Review of the Principles of Sharia Economic Law on the Buying and Selling Practices of Es Teler Bagja Bandung in Kelurahan 3-4 Ulu, Seberang Ulu 1, Palembang City.**

Principles in Islamic economic law emphasize the importance of transparency, honesty, justice, and the prohibition of gharar in every economic transaction. From the perspective of Sharia, honesty requires all parties in a transaction to avoid injustice or ambiguity that could harm one of the parties. The purpose of this principle is to ensure honesty and justice so that transactions are conducted in good faith, in accordance with Islamic teachings that oppose usury (*riba*), uncertainty (*gharar*), and other prohibited matters.

The principles of honesty, justice, and the prohibition of gharar in Islamic economic law encompass more than just prices or goods, but also involve the good intentions and purposes of each party in a transaction. It is hoped that by applying these principles, clean transactions in accordance with Sharia principles will be created.

Thus, a new transaction can be considered valid if both parties involved in the contract provide honest information, without any Gharar or uncertainty regarding the goods being traded. This honesty becomes a fundamental principle or guideline to ensure that sales transactions or other forms of transactions are conducted fairly, so that there is mutual consent between both parties to avoid practices that harm one party and could affect the validity of the sale.

Legal Basis of the Principle of Honesty

Al Qur'an

As for the verses about Honesty in the Qur'an, one of them can be found in Surah Al-Mutaffifin, verses 1-3, which are:

لِّلْمُطَافِفِينَ ۖ نِيَّ ۙ الَّذِينَ إِذَا اكْتَالُوا عَلَى النَّاسِ يَسْتَوْفُونَ ۖ وَإِذَا كَالُوهُمْ أَوْ وَزَنُوا لَهُمْ يُسْرُونَ ۚ ۝ ٣

Meanings: *Woe to those who give less [than due] (1), who, when they take a measure from others, demand it in full (2), but when they measure or weigh for others, they give less (3).*

As for the verse about honesty in the Qur'an, Surah Al-Isra, verse 35, it is:

وَأَوْفُوا بِكَالِكُمْ بِإِصْرِ الْوِزْنِ ۚ وَزِنُوا بِالْقِسْطِ أَلَمْ تَسْقِوْا ۚ إِنَّكَ خَيْرُ مَن تَقُولُ

Meanings: *And fulfill the measure when you measure, and weigh with a straight balance. That is better and results in better outcomes.*

## **PRACTICE OF BUYING AND SELLING ES TELER BAGJA BANDUNG: A CASE STUDY IN KELURAHAN 3-4 ULU, PALEMBANG CITY**

إِنَّ التُّجَّارَ يُبْعَثُونَ يَوْمَ الْقِيَامَةِ فُجَّارًا إِلَّا مَنِ اتَّقَى اللَّهَ وَبَرَّ وَصَدَّقَ

Meanings: *Indeed, merchants will be resurrected on the Day of Judgment as sinful people except those merchants who are God-conscious, do good, and act honestly.” (HR. Tirmidhi and Ibn Majah).*

### Legal Basis of the Principle of Prohibition of Gharar

## Al Qur'an

As for the verse regarding the prohibition of Gharar in the Qur'an, it can be found in Surah Al-Maidah (5:90), which is:

نَآءَ ٱلْأَمْرِ ۖ وَأَلَمْ يَسِرُّ رَجُلٌ سِوَىٰ نَعْمَانَ ٱلْحَمَزِيِّ ۚ فَمَنْ ٱلَّذِينَ يُشِيرُونَ ۚ

Meanings: *Indeed, intoxicants and gambling and divining with arrows are abominations of Satan. So avoid these deeds so that you may be successful.*

Hadist

رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنِ أَبِي عِزِّ الصَّوْدِ عَنْ أَبِي عِزِّ  
الْعَدَوِيِّ

Meanings: *The Prophet prohibited trading by throwing stones (gambling-like trading) and transactions that contain gharar (uncertainty). (HR. Ahmad).*

## Legal Basis of the Principle of Justice

Al Qur'an

As for the verse about Justice in the Qur'an, it can be found in Surah Al-Ma'idah (5:8), which is:

لَا يَزِيدُكَمْ شَيْئًا إِنَّ قِيَوْمَكُمْ عَلَىٰ أَعْيُنِ النَّاسِ لَا تُخْفَىٰ وَأَنَّ أَعْيُنَ النَّاسِ لَآتِيَةٌ بِكُمْ هَٰذَا نَبَأُ الْيَوْمِ الَّذِي كُنْتُمْ تُكَذِّبُونَ

*Meanings: Be fair in your actions, because fairness is closer to piety.*

## Hadist

مَنْ غَشَّ فَلَيْسَ مِنَّا

*Meanings: Whoever commits fraud is not one of us. (HR. Muslim).*

From the results of interviews, observations, and questionnaires given by the researcher to the consumers regarding honesty, fairness, and the prohibition of gharar in the trading practices of Es Teler Bagja Bandung in Kelurahan 3-4 Ulu, Kecamatan Seberang Ulu 1, Kota Palembang, it was found that there was a reduction in the composition. This reduction was caused by the price of the ingredients being expensive or experiencing an increase without notice to the buyers or consumers, even though the seller themselves had established a standard for the composition, which was not adhered to.<sup>11</sup> In this case, the Seller's Reason for reduction

<sup>11</sup> Hasil Wawancara dengan Bapak Kgs Nurdin dan Ibu Rika, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 12 Januari 2024.

The composition of Es Teler Bagja Bandung due to rising raw material prices can be understood from an economic perspective; however, from the perspective of Islamic Economic Law, it can be considered a violation of the principles of honesty (*Ash-Shidq wa Al-Wudhuh*), justice, and the prohibition of *gharar*. This is because these principles require honesty, justice, and the prohibition of *gharar* in conveying information, including regarding the quality, quantity, and nature of the goods being sold.

The Principle of *As Shiddiq* or the Principle of Honesty in Islam requires humans to prioritize honesty, truth, and justice. If honesty, truth, and justice are ignored in Sharia Economic Law, it can affect the validity of a sale and purchase.

Furthermore, reducing the composition without informing the consumer violates the conditions of a sale and purchase, where the exact size or measurement is unknown, leading to *gharar* or uncertainty.

Thus, the Review of Sharia Economic Law Principles on the Buying and Selling Practices of Es Teler Bagja Bandung in Kelurahan 3-4 Ulu, Seberang Ulu 1 District, Palembang City, is not valid according to Sharia Economic Law or Islamic Law due to the lack of honesty, justice, and fulfillment of the conditions for the subject of the sale. This relates to the quantity or size, in this case, the composition, from the seller to the buyer. Although the seller has set a standard measure for the composition, it was not adhered to, which ultimately results in *gharar* or uncertainty in the composition. This lack of transparency can lead to injustice, where the buyer or consumer pays the same price but receives different quality and quantity. This is because the Principles and Conditions of buying and selling demand honesty, justice, and the prohibition of *gharar* in conveying information, including about the quality, quantity, and characteristics of the goods sold, which affect the satisfaction of the contracting parties and thus impact the validity of the sale and purchase.

#### **D. CONCLUSION**

Based on the results of the analysis and discussion conducted by the researcher on the Mechanism and Review of Sharia Economic Law Principles on the Buying and Selling Practices of Es Teler Bagja Bandung, it can be concluded as follows: 1) The Contract Mechanism Based on Sharia Economic Law in the Buying and Selling Practices of Es Teler Bagja Bandung in 3-4 Ulu Subdistrict, Seberang Ulu 1 District, Palembang City is as follows: Using the *Al-Ba'I* contract for direct purchases and the *Istishna* contract when the goods need to be made first, both are valid contracts and allowed from the perspective of Sharia Economic Law according to the applicable pillars and conditions of the contract. Although superficially the sale and purchase contract of Es Teler Bagja Bandung appears valid because it meets the elements of subject, object, and contract formula (*sighat*), in practice there is a reduction in composition without notifying the consumer, which makes the contract invalid under Islamic law because the object of the contract is not in accordance. There are elements of *maysir* (gambling), *tadlis* (deception), and *gharar* (uncertainty), violating the principles of honesty, transparency, justice, and the prohibition of *gharar* in Sharia Economic Law. As a result, the contract becomes *fasid* (corrupt), which

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nullifies the benefits of the contract, violates the principles of justice, blessing in transactions, and interferes with the validity of the buying and selling practice. 2) Review of Sharia Economic Law Principles on the Buying and Selling Practice of Es Teler Bagja Bandung in Kelurahan 3-4 Ulu, Seberang Ulu 1 District, Palembang City, namely: The buying and selling practice of Es Teler Bagja Bandung generally does not yet meet the Principles of Sharia Economic Law, especially in terms of honesty, justice, and the prohibition of *gharar* related to the quality and quantity of Es Teler Bagja Bandung itself. This is due to a reduction in the composition amid rising costs, which is not disclosed to the buyer or consumer.

#### **E. BIBLIOGRAPHY**

- A. Khumedi Ja'far, *Hukum Perdata Islam Di Indonesia – Aspek Aspek Hukum Keluarga Dan Bisnis* (Bandar Lampung: Gemilang Publisher, 2018), Hlm. 104
- Mardani, *Fiqh Ekonomi Syariah Fiqh Muamalah*, (Jakarta: Prenadamedia, 2015), hlm. 101
- Hendi Suhendi, *Fiqh Muamalah*, (Depok: Rajawali Pers, 2019), hlm. 68
- Sudiarti S, *Fiqh Muamalah Kontemporer* (Depok: Rajawali Pers, 2018), hlm. 21
- Syed Nawab Haider Naqwi, *Menggagas Ilmu Ekonomi Islam* (Yogyakarta Pustaka Pelajar Ofiset Tahun 2003), hlm. 189
- Faisal Agnia, *Jual beli makanan dan minuman secara paksa Perspektif Sosiologi Hukum Islam*, (Yogyakarta Universitas Islam Negeri Sunan Kalijaga, 2017), hlm. 2
- Muhaimin, *Metode Penelitian Hukum*, Mataram University Press, Cet-1, (Mataram, 2020), Hlm. 127
- Hasil Wawancara dengan Bapak Kgs Nurdin dan Ibu Rika, Pemilik Es Teler Bagja Bandung pada tanggal 12 Januari 2024.
- Hasil Wawancara dengan Ibu Fatimah, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 13 Januari 2024.
- Hasil Wawancara dengan Ibu Sri Dede Hartati, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 13 Januari 2024.
- Hasil Wawancara dengan Bapak Kgs Nurdin dan Ibu Rika, Konsumen Pembeli Es Teler Bagja Bandung pada tanggal 12 Januari 2024.