



PRACTICE OF BUYING AND SELLING GRAIN WITH DEFERRED PAYMENT ACCORDING TO ISLAMIC LAW IN RANTAU BADAUH DISTRICT

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Abstract

The background of this research is that buying and selling in accordance with Islamic law must avoid what is forbidden, such as avoiding elements of gharar or uncertainty which can cause losses between one of the parties. In its development, apart from buying and selling in cash, buying and selling is also done in a tough manner. In the Rantau Badauh community, some people buy and sell grain using a deferred payment method, while the priority is handing over the grain to the buyer. However, the price and payment time are not specified at the beginning of the agreement. The problem in this research is the practice of buying and selling grain with deferred payment in Rantau Badauh District and how Islamic law reviews the practice of buying and selling grain with deferred payment.

Keywords: Buying and selling, Grain, Deferred payment

Abstrak

Latar belakang penelitian ini adalah jual beli yang sesuai dengan syariat Islam harus menghindari apa yang diharamkan, seperti menghindari unsur gharar atau ketidakpastian yang dapat menimbulkan kerugian antara salah satu pihak. Dalam perkembangannya, selain jual beli secara tunai, jual beli juga dilakukan dengan cara tangguh. Pada masyarakat Rantau Badauh, sebagian masyarakat melakukan jual beli gabah dengan cara pembayaran ditangguhkan, yang diutamakan adalah penyerahan gabah kepada pembeli. Namun, harga dan waktu pembayaran tidak ditentukan di awal perjanjian. Permasalahan dalam penelitian ini adalah bagaimana praktik jual beli gabah dengan pembayaran ditangguhkan di Kecamatan Rantau Badauh dan bagaimana tinjauan hukum Islam terhadap praktik jual beli gabah dengan pembayaran ditangguhkan.

Kata Kunci: Jual Beli, Gabah, Pembayaran Ditangguhkan

Introduction

Indonesia is an agricultural country with abundant natural wealth. In Indonesia, agriculture is a sector that plays an important role in economic growth and is also an important source of income for the community.¹ Agriculture is also a livelihood for the

¹ Syarifah Putri Raflesia et al., "Agricultural Commodity Price forecasting using PSO-RBF Neural Network for Farmers Exchange Rate Improvement in Indonesia," *Journal of Electrical Engineering and Informatics (IJE)*, 9, No. 3 (September 2021).

Indonesian people, the majority of whom live in villages. As time goes by, many changes have occurred both in the technological and economic fields. The economy has experienced very rapid growth in the digital era. The emergence of various policies that do not actually take into account the religious side, what is important is making a profit.² In this case, the researcher will discuss developments that occur in the economic sector, one of which is buying and selling activities which are often carried out by the community to meet their individual needs.

One example of buying and selling practices that often occurs is based on initial observations made by researchers so they chose to conduct research on the practice of buying and selling grain because the transaction method can be said to be different from other transactions, even though it is different, this is often done by the community and has become a habit. . In practice, the buying and selling of grain that occurs in Rantau Badauh District has a different payment system, after the grain is taken by the rice trader as the buyer but the agreement is that payment is deferred for an undetermined time by the farmer. But the grain is turned into a business by processing it into rice and then selling it by the rice traders.

From the results of the explanation above, the researcher's question arises, namely whether the practice of buying and selling grain with deferred payment at rice traders in Rantau Badauh District is in accordance with the applicable rules in Islamic Law or vice versa because it can be detrimental to both parties, namely farmers and rice traders.

Method

The method used is an empirical legal research method, which can be called field research, namely data obtained directly from the community. This type of field research is descriptive qualitative in nature. In this case the author collected data through interviews.

Research Results and Discussion

Buy and sell

In *Kifayatul Akhyar* it is mentioned that the definition of buying and selling based on language opinion is: "Giving something because there is a gift (certain reward). Sayyid sabiq in his book *Fiqh Sunnah* explains buying and selling in terms of language (*etymology*

² Asmawati Asmawati, "The Concept and Implementation of Economic Policy According to Islamic Law," *Al-Bayyinah* 5 (11 July 2021), <https://doi.org/10.35673/al-bayyinah.v5i1.1432> p 76.

) that buying and selling based on the opinion of Lughawiyah Definition is mutual exchange (exchange).³

In terms of terms (terminology) buying and selling is as follows: Exchanging goods for goods or goods for money by relinquishing property rights from one to another on the basis of mutual consent. ⁴The meaning of buying and selling according to several scholars is as follows: According to Hanafiyah scholars, buying and selling is the exchange of assets (mal) for assets using special (permitted) ⁵methods . The meaning of exchanging property for property here is defined as property that has benefits and there is a human tendency to use it. The particular method intended is shigat (consent and qabul). According to Sayyid Sabiq, buying and selling is defined as exchanging an object for another object or transferring property rights to a replacement in a like-for-like manner . And according to Imam Nawawi, he explains that buying and selling is the mutual exchange of property for property in the form of property transfer. ⁶

Legal Basis for Buying and Selling

Selling or buying an item is legally permissible, but it can become haram depending on the form of the item being sold and to whom it is being sold. ⁷Meanwhile, the legal basis for buying and selling is based on QS Al Baqarah/2:275

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ
الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا
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“People who consume (transact with) usury cannot stand, except like people who stand staggering because they are possessed by Satan. This happened because they said that buying and selling was the same as usury. In fact, Allah has permitted buying and selling and prohibited usury. Whoever has received a warning from his Lord (concerning usury), then he stops so that what he has obtained first becomes his and his business (is up to) Allah. Whoever repeats (usury transactions), those are the inhabitants of hell. They will abide therein forever.”

³ Akhmad Farroh Hasan, *Fiqh muamalah from classical to contemporary (Theory and practice)* (Malang: UIN-Maliki Malang Press, 2018) p. 27.

⁴ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2013) pp. 67-68.

⁵ Rachmat Syafe'i, *Fiqh Muamalah* , 3 ed. (Bandung: cv library loyal, 2006) p. 73.

⁶ Syaifullah Syaifullah, "Ethics of buying and selling in Islam," *Hunafa: Jurnal Studia Islamika* 11, no. 2 (17 December 2014): 371–87, <https://doi.org/10.24239/jsi.v11i2.361.371-387> p 373.

⁷ Baharun Segaf Hasan, *Fiqh mu'amalat (study of fiqh mu'amalat according to the school of Imam Shafi'i ra)* , 5 ed. (East Java: Darullughah Wadda'wah Bangil Islamic Boarding School Foundation, 1437) p. 6.

Sayyid Qutb in his interpretation of *the Fi Zhilal Al-Qur'an* stated that: Allah SWT has permitted buying and selling and has forbidden usury, because there are no elements of intelligence, sincerity and natural conditions in buying and selling and other reasons which make commerce essentially beneficial to human life.⁸

Hadith of the Prophet Saw.

عَنْ رِفَاعَةَ بْنِ رَافِعٍ أَنَّ النَّبِيَّ سُئِلَ: أَيُّ الْكَسْبِ أَطْيَبُ؟ قَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ وَكُلُّ بَيْعٍ مَبْرُورٍ (رواه البزار وصححه الحاكم)

" from Rifa'ah bin Rafi': The Prophet was once asked: What job is the best? He said, "A person's work with his hands and every purchase is clean." (HR. Al-Bazzar; authentic according to Al-Hakim).⁹

Principles and Terms of Sale and Purchase

The pillars of buying and selling according to the majority of scholars, there are four pillars of buying and selling, namely,¹⁰

- 1) Sellers and Buyers
- 2) There are items purchased
- 3) There is a replacement value of goods
- 4) *Sighat* (pronunciation of *ijab* and *qabul*)¹¹

Fiqh scholars state that a sale and purchase agreement must fulfill the following requirements :

- 1) The conditions for sellers and buyers are:
 - a) Sensible
 - b) With his own will,
 - c) Not wasteful (wasteful
 - d) Baligh or have grown up,
 - e) The people who carry out the contract are different people

- 2) *Ma'qud* Alaih

The conditions for the object or existence of goods/services being bought and sold are:

⁸ Surya Siregar and Khoerudin, *Fikih Muamalah theory and implementation*, pp. 117-118.

⁹ Ibn Hajar al-Asqalani, *Bulughul Maram: traditions of worship, muamalah, and morals*. (Bandung: Marja: IKAPI Member, 2018) p. 155.

¹⁰ Ru'fah Abdullah, *Fiqh Muamalah* (Banten: Media Madani, 2020), p. 77.

¹¹ Ismail Pane et al., *Contemporary Fiqh Muamalah* (Aceh: Muhammad Zaini Publishing Foundation, member of IKAPI, 2022), p. 130.

- a) Available at the time of the transaction or capable of being handed over by the contract actor at the agreed time
 - b) It is a property that provides benefits and can be used according to Islamic law
 - c) Entirely owned by the seller
 - d) The contracting party knows the status of the goods (quantity, quality, price, time, and place of delivery).¹²
- 3) The exchange value of *substitute goods*,
- The exchange rate of an item is one of the most important elements. In modern times it is called money or in Arabic it is called *tsaman*. According to *fiqh* scholars, the conditions are as follows:
- a) The price agreed upon by both parties must be clear
 - b) Can be submitted at the time of the transaction, even if legally payment is by check or credit. If the goods are paid later (in debt), then the time of payment must be clear.
 - c) If buying and selling is done by bartering, then the goods that are used as exchange value are not goods that are prohibited by sharia, such as pork and khamr.¹³
- 4) *Shigat*
- Fiqh* scholars agree that the main issue in buying and selling is the willingness between the seller and the buyer. The conditions regarding consent and *qabul* are as follows:
- a) *Ijab qabul* is expressed in words indicating buying and selling which are commonly known to the public.
 - b) *Ijab qabul* is carried out in one assembly, not separated by anything that indicates a departure from the contract according to custom.
 - c) There is an agreement regarding the goods, including the type, type, nature, as well as the price of the goods being traded.¹⁴

¹² Andri Soemitra, *Sharia Economic Law and Muamalah Fiqh in Contemporary Financial and Business Institutions* (Jakarta: Kencana, 2019) p. 66.

¹³ Syaifullah, "Ethics of buying and selling in Islam" pp. 378-379.

¹⁴ Juwita Wulandari, Rabiatal Adawiyah, and Tuti Hasanah, "Application of Buying and Selling Transactions Between Middlemen and Vegetable Farmers: (Study in Jejangkit District, Barito Kuala Regency)," *Surplus: Journal of Economics and Business* 1, no. 2 (26 June 2023): 258–67 p. 263.

Payment is deferred in buying and selling according to the Islamic View

First, *Bai' al-muajjal*, in fiqh means "aqad transaction / purchase on debt". This means that the seller hands over the goods he is selling to the buyer at a price agreed upon by both parties, but payment of the agreed price is not made in cash, until a certain date.¹⁵ According to DSN-MUI fatwa No: 110/DSN MUI/XI/2007 concerning sale and purchase contracts'. *Bai' al-muajjal* is a sale and purchase where payment of the price is made in a firm manner. Payment of prices in buying and selling may be done in cash, in installments and in installments. The price in non-cash buying and selling may not be the same as the cash price.¹⁶ In a *bai' al-muajjal* transaction there are certain conditions related to its characteristics, such as the tempo or payment period which has been determined at the beginning of the transaction which is known to both parties. So, the payment is through installments or installments. Due to the lack of clarity over time, it is feared that it will result in disputes which will then damage buying and selling.¹⁷ The pillars and conditions of *ba'i al-muajjal* are the same as the pillars and conditions of buying and selling according to Islam. However, at *ba'i al-muajjal* the price conditions mutually agreed upon by both parties with deferred payment are:

- a. The numbers are clear
- b. Clear payment terms
- c. Installment method, price amount and time
- d. And the method of payment must be determined on the basis of mutual consent, without feeling forced.

In the payment of the sale and purchase contract that is delayed, there is an increase in the price from the seller due to the delay, then the sale and purchase is allowed because the delay is part of the price according to the Hanafi school, the Syafi'i school and *jumhur fukaha*. The condition is that both parties have an agreement, both about the price and the time of payment.¹⁸ Buying and selling with deferment or credit, basically according to the majority of halal and permissible scholars. However, along with the development of the crediting system or deferment is not in accordance with Islamic principles. This

¹⁵ Indra Wati, "Ba'i al Muajjal in the Perspective of Islamic Economics (Study of Traders in the Changing Naga Village Community, North Kampar District, Kampar Regency)" (thesis, Sultan Syarif Kasim Riau State Islamic University, 2013), <https://repository.uin-suska.ac.id/9812/> p 29.

¹⁶ "National Sharia Council Fatwa No: 110/DSN-MUI/XII/2007," tt, accessed 30 December 2023.

¹⁷ Taufik Syarifuddin, Ramdan Fawzi, and Yayat Rahmat Hidayat, "A Review of Muamalah Fiqh on the Sale and Purchase of Agricultural Products Using the Harvest Pay System," *Proceedings of Sharia Economic Law* 7, no. 1 (13 January 2021): 53–56, <https://doi.org/10.29313/syariah.v7i1.24821> p 54.

¹⁸ Sasmita Putri Yeni, "Ba'i Muajjal Practices in Buying and Selling Fertilizer in Benua Ratu Village, Luas District, Kaur Regency" (diploma, UIN Fatmawati Sukarno Bengkulu, 2022), <http://repository.iainbengkulu.ac.id/9768/> p 35.

happens when buying and selling in a deferred manner using the interest system and the price fluctuates or fluctuates, so that it is not known for sure what the price of the purchased item is, which can cause the presence of gharar elements in the sale and purchase, including prohibited sale and purchase.¹⁹

Second, *Ba'i Bitshaman 'ajil* is known as deferred buying and selling, namely selling something by handing over the goods being sold to the buyer first and payment is postponed. There is no specific explanation of the law of the *ba'i bitshaman 'ajil*. However, the rules for buying and selling are guided by QS al-Baqarah/2:282

بِأَيِّهَا الدِّينِ أَمْنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ۚ ۲۸۲...

"O you who believe, when you owe a debt for a specified time, you should write it down. Let a scribe among you write it down correctly. "

In the verse, it talks about the legality of buying and selling on credit (*ba'i al-muajjal*) with one of the conditions that the receivables are recorded so as not to cause disputes. However, when there is an increase in price in a sale and purchase transaction that is carried out with deferred payment, there is a difference of opinion. if there are two buy and sell in one transaction it is prohibited. As if the seller said "I am selling this item for 150,000-, in cash or 250,000-, as a deferred payment " . According to Ibnu Qudamah, by consensus, buying and selling is delayed and not prohibited. Price increase in this sale and purchase is allowed as long as both parties (Seller and Buyer) agree in the transaction.²⁰ Basically, *ba'i muajjal* and *ba'i bitshaman 'ajil* are both buying and selling with deferred payment and goods being delivered first. However, this *ba'i bitshaman 'ajil* is widely implemented in financing contracts at the Sharia Financial Board. However, along with the development of transactions in buying and selling in the life of the community , *ba'i bitshaman 'ajil* often occurs .

Islamic Law Review of the Practice of Buying and Selling Grain with Deferred Payment in Rantau Badauh District

From the results of research conducted by the author on buying and selling grain carried out by the people of Rantau Badauh District, it can be explained regarding the review of Islamic law regarding buying and selling grain with deferred payment in terms of several things, including the following:

¹⁹ Nurinayah Nurinayah, "Gharar Practices in Islamic Economic Transactions: An Examination of Fiqhiyah Rules," *Tadayun: Journal of Sharia Economic Law* 4, no. 1 (30 June 2023): 63–78, <https://doi.org/10.24239/tadayun.v4i1.99> p 73.

²⁰ Mardani, *Sharia economics fiqh muamalah fiqh* (Jakarta: Kencana, 2013) p. 183.

In carrying out buying and selling, you must fulfill the pillars and conditions of buying and selling, according to a number of scholars, the pillars of buying and selling are:²¹

- a. *Aqidain* is the two parties to the agreement such as the Seller and Buyer. In the practice of buying and selling grain with deferred payment, the seller is the farmer who sells to the rice trader as the buyer.
- b. *Ma'qud alaih* is the object of buying and selling consisting of the goods purchased and the price given. The objects transacted in this buying and selling practice are grain and the payment price.
- c. *Sighat* is the pronouncement or words of consent and *qabul*. In practice, the practice of buying and selling grain is shigat, that is, the seller says he wants to sell grain and the buyer wants to buy grain, then the grain buying and selling transaction takes place.

In buying and selling transactions, there are valid conditions for buying and selling, as follows:

- a. The conditions for shigat in buying and selling are that the farmer carries out the sale and purchase agreement using words that are common in society, the consent and qabul are carried out in one assembly, there is an agreement regarding the goods in the sale and purchase.²²The practice of buying and selling with deferred payment is that farmers say "*sell first*" and rice traders as buyers say "*high, exchange first*". The implementation of the contract in the sale and purchase of farmers and rice traders is carried out in one contract assembly and there is an agreement regarding the grain being traded. However, some farmers and rice traders do not enter into a sale and purchase agreement, but instead carry out a deposit agreement at the beginning of the transaction. Then, when the buyer pays the price of the grain to the buyer, it is done using a sale and purchase agreement as above.
- b. The conditions for *Aqidain* in buying and selling are that he is mature, sensible, of his own free will or not forced, not wasteful (wasteful), and the person making the contract is a different person from the seller and the buyer. In practice, when buying and selling grain with deferred payment in Rantau Badauh District, both parties carrying out the buying and selling activity are mature, seen to be able to differentiate between good and bad, carrying out the buying and selling voluntarily without any coercion from any party.
- c. The conditions for goods being traded are that the grain being traded is an asset that provides benefits and can be used from halal results. The goods are

²¹ Misno , *Fiqh Muamalah Al-maalayah* .. p. 113.

²² Wulandari, Adawiyah, and Hasanah, "Implementation of Buying and Selling Transactions Between Middlemen and Vegetable Farmers" p. 263.

completely owned by the seller, in this sale and purchase they are completely owned by the farmer, the buyer knows the status of the grain in terms of quantity and quality of the grain clearly.²³

- d. According to fiqh scholars, the condition for the exchange value for replacement goods is that the agreed price must be clear and can be handed over at the time of the transaction. If it is done by debt, the payment time must be clear.²⁴Based on the explanation above, buying and selling grain with deferred payment in Rantau Badauh District is legal because it fulfills the pillars and conditions of buying and selling in Islam .

Islamic law review of the practice of buying and selling grain with deferred payment in Rantau Badauh District, there are 2 variations of cases, namely as follows:

- a. Case variation I

The sale and purchase of grain with deferred payment that occurred between the seller and the buyer did not comply with the agreement in terms of price determination and payment time at the beginning of the agreement. Based on the results of the research, it consisted of 3 cases involving 3 informants, namely Informant I, Informant II and Informant III. In the case of Informant I, at the beginning of the agreement, an agreement was made to determine the payment price according to the market price of grain when the buyer took payment. However, the price was determined unilaterally by the buyer by submitting a receipt to the seller and paying the price of the grain in installments but it has not been paid off until now, causing informant I to suffer a loss. The losses experienced by informant I were not enough to meet basic needs and a lack of capital for the costs of planting rice in the following year after the sale and purchase occurred.

In the case of Informant II, as a grain seller, at the beginning of the agreement he had set the price of grain at IDR 65,000/blek with a total of 600 grain grains and the payment time and quantity of grain he wanted to take were in accordance with the seller's wishes to take payment for the price of the grain. The implementation was when informant II wanted to take money to pay for the grain, the buyer did not pay it in full and the payment was not in accordance with what was required by the seller, therefore informant II as the seller suffered a loss, namely a lack of funds to meet basic needs. This happened because it was not in accordance with the agreement at the beginning of the

²³ Soemitra, *Sharia Economic Law and Muamalah Fiqh in Contemporary Financial and Business Institutions* p. 66.

²⁴ Syaifullah Syaifullah, "Ethics of buying and selling in Islam," *Hunafa: Jurnal Studia Islamika* 11, no. 2 (17 December 2014): 371–87, <https://doi.org/10.24239/jsi.v11i2.361.371-387> p 378.

transaction regarding the payment time between Mrs. Marhamah as the seller and HF as the buyer.

Meanwhile, informant III, as a buyer of grain with deferred payment, experienced losses because the grain purchased with deferred payment was used as business capital to be sold as rice which was sold when the price was still cheap and the results resulted in a small profit. When the seller takes payment to the buyer when the price of grain is high, informant IV cannot pay the price of grain to the farmer in cash and ultimately informant III becomes indebted to the farmer. In fact, the agreement at the beginning of the grain payment transaction was agreed that it could be handed over when the farmer as seller wanted to take the payment to the seller but in practice the seller was unable to pay it in full to the farmer.

Based on the results of the analysis of the 3 cases above, the informants both experienced losses because they did not proceed according to the agreement at the beginning of the transaction between the seller and the buyer regarding price determination and payment time in the sale and purchase. In buying and selling we hope for benefit for both parties and do not want losses in accordance with the word of Allah SWT in Surah Al-Fatir verse 29:

إِنَّ الَّذِينَ يَتْلُونَ كِتَابَ اللَّهِ وَأَقَامُوا الصَّلَاةَ وَأَنفَقُوا مِمَّا رَزَقْنَاهُمْ سِرًّا وَعَاطَانِيَةً يَرْجُونَ تِجَارَةً لَّن تَبُورًا ۝ ٢٩

"Indeed, those who always read the Book of Allah (the Qur'an), perform prayers, and spend part of the sustenance that We have bestowed upon them secretly and openly, they hope for a trade that will never lose." (Al-Fatir: 29).²⁵

The lack of clarity regarding price determination and payment times causes disputes because it is not in accordance with the agreement at the beginning of the transaction between the seller and the buyer. In the principles of Islamic law, transactions in buying and selling require ensuring that the seller and buyer determine the price, time and method of payment clearly, there is no justification for unclear, unknown and uncertain changes between one of the parties, both in terms of goods, time, and the price at which it will be traded to avoid losses.²⁶

²⁵ Hasan, *Fiqh muamalah from classical to contemporary (Theory and practice)* p. 27.

²⁶ Yenni Samri Juliati Nasution, Ardiansyah Ardiansyah, and Heri Firmansyah, "Hadiths Concerning Buying and Selling Gharar and Its Forms in Contemporary Times," *AL QUDS: Journal of Al-Quran and Hadith Studies* 5, no. 1 (25 April 2021): 141–58, <https://doi.org/10.29240/alquds.v5i1.2194> p 157.

In Islam, related to the case above, tough buying and selling, such as buying and selling al-muajjal or buying and selling with debt, has certain conditions related to its characteristics, such as the tempo or payment period which has been determined at the beginning of the transaction which is known to both parties. So, the payment agreed at the beginning of the transaction is determined through installments. It is feared that unclear payment times will result in disputes which will then damage buying and selling.²⁷

b. Case variation II

As for the results of the analysis of the Islamic law review of case II variations of buying and selling grain with deferred payment consisting of 2 cases with informant IV as the seller and informant V as the buyer. Implementation: At the beginning of the transaction, Informant IV each party knows the agreement that has occurred. According to custom in society, if each party knows about the agreement, a state of mutual willingness is achieved and Informant V enters into an agreement with a deposit agreement. Then, when the seller wants to take payment from the buyer, this is done through a verbal sale and purchase agreement. Meanwhile, when the handover of payment between the seller and the buyer is carried out with a sale and purchase agreement. This buying and selling is buying and selling by action, buying and selling by taking and giving goods without consent or *qabul*. According to some Shafi'iyah scholars, this is prohibited because *ijab qabul* is a pillar and a condition for buying and selling. However, some other Shafi'iyah scholars such as Imam Nawawi allow it.²⁸

Meanwhile, price determination is carried out according to the market price of grain when the seller takes payment and the time of payment is handed over to the seller. In this case, the implementation is in accordance with the agreement between the seller and the buyer, because the farmer feels that he benefits when he takes payment when the price of grain increases and the buyer pays the price in cash. Informant V felt that he benefited because he got good quality grain and could use it as capital for a business selling rice to be sold outside the city without a lot of capital. Profits from selling rice can be saved to pay the deferred price of grain to the seller when the seller takes payment for the grain. The buying and selling carried out by informant IV and informant V occurred on the basis of an agreement in accordance with the words of Allah QS A-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالِكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ بَحَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا ۚ ٢٩

²⁷ Syarifuddin, Fawzi, and Hidayat, "Review of Muamalah Fiqh on the Sale and Purchase of Agricultural Products with a Harvest Pay System" p. 54.

²⁸ Misno, *Fiqh Muamalah Al-maaliyah Sharia Economic and Business Law* p. 119.

"O you who believe, do not consume your neighbor's wealth in a vanity (unrighteous) manner, unless it is in the form of commerce based on mutual consent between you. Don't kill yourself. Indeed, Allah is Most Merciful to you."

Based on consideration of the 2 variations of the case above, the sale and purchase of grain with deferred payment is valid because several conditions for the validity of the sale and purchase are met in accordance with the rules of Islamic law, both parties make an agreement at the beginning of the transaction. The contract in muamalah is something that must exist. In terms of language, contract means bond or binding. Meanwhile, according to the term, it is something that is desired by both parties who make the agreement and qabul in buying and selling activities.²⁹

As for implementing the practice of buying and selling grain with deferred payment, no written agreement or recording is made at the beginning of the transaction. Deferred payments in the practice of buying and selling grain in Rantau Badauh District should be done with a written agreement because there is unclear pricing and payment time in the buying and selling so as not to cause losses because it is not in accordance with the agreement at the beginning of the transaction which causes disputes. In accordance with the provisions for deferred buying and selling in Surah Al-Baqarah/2:282

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ .. ٢٨٢

"O you who believe, when you owe a debt for a specified time, you should write it down. Let a scribe among you write it down correctly."

As for the price not being determined at the beginning of the transaction and the payment time not being determined exactly, it is not in accordance with buying and selling with deferred payment, namely *ba'i bitsaman 'ajil* or *bai' al-muajjal* which has certain conditions in deferred buying and selling such as tempo or The payment time must be agreed upon at the beginning of the agreement and carried out by recording or written agreement so as not to cause disputes. Apart from that, in Islamic law, if an agreement results in loss, the agreement is void or damaged. Therefore, the majority of the people of Rantau Badauh Subdistrict work as farmers and rice traders who are always connected with buying and selling activities so that buying and selling activities and other mutual cooperation can provide benefits to each party, not only aim at fulfilling life in the world, but also for life in the afterlife in accordance with Islamic law.

Conclusion

²⁹ Misno pp 87-88.

Islamic law regarding the sale and purchase of grain with deferred payment in Rantau Badauh District regarding case I variation and case II variation fulfilling the pillars and requirements for legal buying and selling in Islam. Therefore, the practice of buying and selling grain with deferred payment in Rantau Badauh District is legal according to Islamic law . As for the lack of clarity regarding price determination and payment times, this has been agreed upon at the beginning of the transaction and agreed upon by each party. However, in its implementation, one of the parties did not comply with the agreement, which caused one party to suffer losses. Therefore, in practice, buying and selling grain with deferred payment should be carried out with a written agreement, namely by recording at the beginning of the transaction in accordance with the deferred sale and purchase requirements.

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