

**THE SALE AND PURCHASE OF FURNITURE WITH ISTISNA'  
CONTRACT ACCORDING TO ISLAMIC LAW: A Case Study in  
Sukakarya Sub-District, Sabang**

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**Abstract**

The sale and purchase of furniture in Sukakarya Subdistrict, Sabang is generally carried out by means of an order (*istiṣnā'*). The problems in this study are how the practice of buying and selling furniture in Sukakarya Subdistrict, Sabang, and how Islamic Law views the delay in the delivery of goods in the *istiṣnā'* contract in buying and selling furniture in Sukakarya Subdistrict, Sabang. The results of this study show that order buying is permissible as long as all the conditions and pillars are fulfilled. The delay in delivery of goods in the sale and purchase of furniture in Sukakarya Subdistrict, Sabang is a violation of the sale and purchase agreement. The sale and purchase agreement is clear and agreed upon by both parties, but one of the parties, namely the seller, does not fulfil his obligations (does not deliver the goods at the specified time). According to Islamic law in this sale and purchase, the seller is obliged to deliver the goods even if he has to delay it temporarily. Delaying the delivery of goods is allowed if the person is in a difficult situation, then a time limit can be given according to the agreement.

**Keywords:** Delay, sale and purchase, *istisna'* contract, Islamic law

### **Abstrak**

Jual beli perabot di Kecamatan Sukakarya, Sabang pada umumnya dilakukan dengan cara pemesanan (*istiṣnā'*). Permasalahan dalam penelitian ini adalah bagaimana praktik jual beli mebel di Kecamatan Sukakarya, Sabang, dan bagaimana pandangan Hukum Islam terhadap penundaan penyerahan barang dalam akad *istiṣnā'* pada jual beli mebel di Kecamatan Sukakarya, Sabang. Hasil penelitian ini menunjukkan bahwa jual beli pesanan dibolehkan selama syarat dan rukunnya terpenuhi. Keterlambatan penyerahan barang dalam jual beli mebel di Kecamatan Sukakarya, Sabang merupakan pelanggaran terhadap perjanjian jual beli. Perjanjian jual beli tersebut sudah jelas dan disepakati oleh kedua belah pihak, namun salah satu pihak yaitu penjual tidak memenuhi kewajibannya (tidak menyerahkan barang pada waktu yang telah ditentukan). Menurut hukum Islam dalam jual beli ini, penjual wajib menyerahkan barang meskipun harus menundanya untuk sementara waktu. Penundaan penyerahan barang diperbolehkan jika orang tersebut dalam keadaan sulit, maka dapat diberikan batas waktu sesuai kesepakatan.

**Kata Kunci:** Penundaan, jual beli, kontrak *istisna'*, hukum Islam

### **INTRODUCTION**

Daily buying and selling is a phenomena that has ingrained itself into society. particularly Indonesians, a large majority of them are traders. Islamic sharia regulates both buying and selling. Nonetheless, there is still a dearth of public information regarding the application of Islamic sharia to buying and selling, which leads to a large number of individuals engaging in such activities outside of the law. There are two forms of buying and selling: buying with cash and buying with difficulty. Three categories of firm purchasing and selling are distinguished: *murabahah*, *salam*, and *istiṣnā'* buying and selling. The only real distinction between the purchasing and selling practices of *Salam* and *Istiṣnā'* is the presence of the products that are the subject of the contract.<sup>1</sup>

People need items that are special and match the shape and criteria they want. And goods with such conditions cannot be found on the market, so he feels the need to order them from producers. If this kind of ordering

<sup>1</sup> Yusnedi Achmad, *Aspek Hukum Dalam Ekonomi* (Yogyakarta: Deepublish, 2015).

contract is not allowed, then the community will experience a lot of trouble. And of course, this kind of trouble should be exposed and prevented so that it does not disrupt the survival of society.<sup>2</sup>

Hanafi school scholars differ in their opinions regarding the nature of this *istiṣnā* contract. Some consider it to be a contract for the sale and purchase of goods accompanied by conditions for the processing of the goods purchased, or a combination of a contract for sale and purchase of services (*ijarah*). Others consider it to be two contracts, namely the *ijarah* contract and the sale and purchase agreement. At the beginning of the *istiṣnā* contract, the contract is an *ijarah* (sale of services) contract. After the goods are finished and the second party has finished the work of producing the goods ordered, the contract changes to a sale and purchase contract. It seems that the first opinion is more in line with the facts of the *istiṣnā* contract. Because the first party, namely the orderer, and the second party, namely the producer, only carry out one contract. And in the contract, the orderer states his readiness to buy goods owned by the producer, provided that he processes them first into the processed goods desired by the orderer.

*Istiṣnāi* transactions are accepted by law (*jawaz*) and have been practiced by Muslim communities for a long time without opposition from any quarter (*ulama*). In essence, *istiṣnā* finance is similar to the *al-murabahah al-muajjal* transaction in that it involves purchasing and selling in installments. But, this differs from *istiṣnā* buying and selling in that the things are given over later, but in *murabahah* buying and selling, the goods are given over upfront and the money is paid in installments. notwithstanding the fact that the funds are also paid for instalments. *Wa'ad* and contract are distinguished in *muamalah fiqh*. A contract is an agreement between two parties, whereas a *wa'ad* is a promise made by one party to another. *Wa'ad* solely binds one party, meaning that no obligations are taken on by the side making the vow.

The legitimacy of various contracts, like the *istiṣnā'* and *salam* or *salaf* contracts, which frequently arise in people's lives as an exception to the laws created by *syara'* texts and general regulations, is one specific illustration of this idea. *Istiṣnā* contracts have been a significant part of society's industrial activity since ancient times. Craftsmen, or producers of goods, offer a wealth of knowledge and expertise to create high-quality goods. In addition to developing and raising the caliber of their products,

<sup>2</sup> Abdul Aziz, *Ekonomi Politik Monopoli* (Surabaya: Airlangga University Press, 2019).

they can also showcase their own creativity and inventiveness in the raw materials they have, and purchasing and selling of *istiṣnāʿ* has an element if the delivery duration is not mutually agreed upon and is not stated at the beginning of the transaction. Subekti claims that there are four different kinds of default:<sup>3</sup>

1. Not completing the tasks that are promised,
2. Fulfill his promises, but not exactly as stated
3. Fulfilled his commitment yet arrived late.
4. Acting in a way that is prohibited by the agreement.

The residents of Sabang, particularly those in the Sukakarya District, frequently engage in the practise of purchasing and selling household furnishings using the *istiṣnāʿ* contract. Indeed, issues frequently occur when one of the contractual parties fails to fulfil their agreed-upon commitments, particularly with regards to meeting specified deadlines. In Islam, an *istiṣnāʿ* contract is considered permissible. However, if one of the parties fails to fulfil their commitments adequately owing to various hindrances, a breach of contract will occur. Accordingly, the findings of researchers in Sukakarya District, these incidents frequently arise from disputes between the furniture buyer and the recipient, leading to conflicts in the transaction.

## **FINDINGS AND DISCUSSION**

### **Comprehension and Juridical Foundation of *Istiṣnāʿ***

*Istiṣnāʿ* is derived from the term *ṣana'a*, which linguistically denotes the act of creating, producing, or constructing something. Ibn Manẓūr stated that he commanded one individual to create an item on his behalf. According to Al-Fairuzabady, *istiṣnāʿ* refers to the desire for someone to perform a task on behalf of another individual. The language concept described above can be summarised as follows: *istiṣnāʿ* is a contractual agreement when the first party places an order for a desired object, and the second party willingly accepts the order. The Sunnah of the Prophet includes the phrase "*istiṣnākhataman linafsihi*," which signifies that the Prophet once commanded the creation of a ring specifically for himself.

*Istiṣnāʿ* is a contractual arrangement wherein one individual with particular skills sells their expertise to another individual who wishes to

<sup>3</sup> Fathurrahman Djamil, *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep* (Jakarta: Sinar Grafika, 2023).

benefit from those skills. This is achieved by commissioning the production of specific objects that align with the seller's skills, with the prices and specifications of the objects being clearly defined and mutually agreed upon by both parties.<sup>4</sup> In addition, Wahbah al-Zuhayli defined *istiṣnā* as "a specific and unique request or command made by the party giving the order." When comparing the act of purchasing and selling *salam* with *istiṣnā*, it is important to note that in *salam*, the item to be purchased is already present in the market, whereas in *istiṣnā*, the item has not yet been produced or completed.

Additionally, it is worth noting that in *istiṣnā*, the individual who produces the items also acts as the vendor, whereas in *salam*, the buyer and the seller are distinct entities. The schools of jurisprudence that permit this practise include the Hanafiah, Malikiah, and Hanabilah schools, but the Syafi'iyah, Zufar, and certain Hanafiyah schools prohibit it. Nevertheless, if permitted, the consumer needs the item and the craftsman possesses the capability to provide it. The scholars who oppose this transaction do so because the nature of the contract's goal is uncertain (*Bay al-Madūm*).

According to *Jumhur Fukaha*, *Bay al-istiṣnā* is a distinct form of contract known as *Bay as-salam*. Typically, this variety is employed in the manufacturing sector. Therefore, the regulations of *bay al-istiṣnā* adhere to the regulations and principles of the *bay as-salam* agreement. The topic of *istiṣnā* gained prominence in classical *fiqh* literature following its examination by the Hanafi school, as documented in the *Majallat al-Ahkam al-Adliya*. The Islamic *Fiqh* Academy also considers this matter as a distinct linguistic concern. Consequently, the examination of the *bay al-istiṣnā* contract relies on regulations formulated by Hanafi *fiqh*, while modern *fuqaha* continue to make advancements in *fiqh*. *Istiṣnā*, as defined in the *Compilation of Sharia Economic Law*, refers to the transaction of purchasing and selling products or services through the use of orders that adhere to specific criteria and conditions mutually agreed upon by the buyer and the seller.

### **Review of the practice of buying and selling furniture with *istiṣnā* contracts in Sukakarya District, Sabang**

A sale and purchase agreement have been executed in the context of furniture buying and selling in Sukakarya District, Sabang. The buyer

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<sup>4</sup> Abdul Manan, *Dinamika Politik Hukum Di Indonesia* (Kencana, 2018).

has placed an order with the craftsman for goods, specifying the qualities and qualities of the goods, as well as the price and delivery terms that are spelt out in the agreement.<sup>5</sup>

A contract, according to Fukaha, is an accord between assent and consent that is justified by sharak, the legal principle that establishes both parties' consent. The term "Ijab," as it pertains to contracts, denotes a declaration or expression of intent to execute a contractual agreement by one of the parties, commonly known as the "first party." A Kabul, on the other hand, is an expression or declaration that signifies the intention of a second party, commonly referred to as the third party, to acknowledge or assent to the statement of consent.

Contracts are a critical component of any organisation. As with as-salam transactions and al-istinā' transactions, business in Islam generally elucidates the existence of physical transactions through the presentation of the object during the transaction or, alternatively, without presenting the object ordered, provided that the nature of the object is explicitly stated. This can be accomplished either by handing over the object immediately or by delaying its transfer until a specified time expires. Muhammad Syafi'i Antonio cites the *jumhur fukaha* as saying that bay'istinā is a distinct variety of bay' as-salam contract. This variety is typically employed in the manufacturing sector. Therefore, the stipulations and regulations of the bay' as-salam contract are mirrored in the bay' al-istinā contract.

The primary natural materials utilised in the fabrication of furniture are wood/blockboard and plywood. Prior to commencing furniture production, the manufacturer is required to construct a work environment and procure necessary work equipment. Starting a furniture business or industry requires an initial investment of approximately 80,000,000 IDR. Construction of a workplace typically costs 30,000,000 IDR. Typically, structures designed to house furniture products are constructed akin to houses featuring tin roofs, obviating the need for rigid walls. These structures function as manufacturing facilities for furniture, encompassing the entire production process from initial to final stages, until the products are available for sale or distribution to buyers or consumers.

The operation of a custom-made furniture sale and purchase agreement consists of a potential purchaser approaching the seller or furniture manufacturer with a list of desired domestic furniture

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<sup>5</sup> Salim Salim and Erlies Septiana Nurbani, *Perkembangan Hukum Kontrak Innominaat di Indonesia (Buku Kedua)* (Jakarta: Sinar Grafika, 2022).

specifications in order to place an order. An amount equal to or greater than the purchase price is paid in advance. A cash receipt or receipt accompanied by a purchase invoice and a statement of the purchase price serves as evidence of a cash payment.<sup>6</sup>

The exchange of goods between purchasers and artisans in the Sabang District of Sukakarya is an order sale known as *istinā* sale and purchase under Islamic law. In this context, the purchaser has placed an order for household furniture from the craftsman, with delivery scheduled thirty days after the order is placed. Payment for the order is made in advance. Subsequent to the designated deadline for products collection, the craftsman was unable to deliver the merchandise.<sup>7</sup>

They reached a new agreement as a result. In the interim, the funds have been transferred to the vendor. When purchasing and selling furniture in the Sukakarya District of Sabang, the merchant, who is also the craftsman of the merchandise, must uphold his responsibilities as a vendor. You are obligated to promptly deliver the ordered products when the due date approaches, unless an extension has been granted for their delivery. A sale and purchase agreement is a mutual contract in which both the buyer and the seller, as legal entities, have distinct responsibilities and entitlements. There exists a potentiality that one party to an agreement, such as a sale and purchase agreement, may fail to execute the agreement or fail to fulfil its provisions in accordance with what was mutually agreed upon.<sup>8</sup>

When one of the parties to a sale and purchase agreement, the buyer or the vendor, fails to perform their contractual obligations, that party has breached the agreement. As such, Prof. Subekti categorises defaults:

1. One example is his failure to fulfil his commitments. As an illustration, suppose a sale and purchase agreement stipulates that the goods are to be delivered at the due date. However, the goods remain undelivered despite the buyer having billed the relevant parties in advance.
2. Execute what was agreed upon, but not in the manner specified; for instance, an agreement may require the transfer of initial capital subsequent to its approval. Indeed, the seller has not yet delivered

<sup>6</sup> Abdul R Saliman, *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus* (Jakarta: Kencana, 2020).

<sup>7</sup> Chairul Fahmi, 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)', *TSAQAFAH* 8, no. 2 (30 November 2012): 295–310, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

<sup>8</sup> Djamil, *Hukum Ekonomi Islam*.

the products, notwithstanding the fact that payment was transferred at the outset of the transaction.

3. Implementing the negotiated agreement; however, the time for action has passed. To illustrate, a sales and purchase agreement stipulates that the seller is obligated to deliver the products five days subsequent to the day of the order, albeit past the designated due date. The products have not yet been delivered by the vendor. The vendor requested a time extension.

In this particular scenario, should the seller fail to deliver the goods within the agreed-upon timeframe, yet ultimately fulfils those obligations, the buyer may assert that the seller has defaulted on the agreement due to the lateness of the fulfilment. Consequently, the buyer may be able to justify the buyer's inability to receive the goods on the grounds that the seller has defaulted on the agreement.<sup>9</sup>

As previously described, with regard to the purchase and sale of furniture in Sukakarya District, Sabang, the seller was in default because he failed to deliver the products at the agreed-upon time. Islam does not impose onerous obligations on its adherents and even offers some leeway in specific circumstances; for instance, in the context of commercial transactions involving the purchase and sale of products, in which one may reschedule the delivery within a specified and unambiguous timeframe if unable to meet the due date. Delay in delivery of goods must be justified with clear and precise explanations; there may be no attempt at concealment or intentional deception of the goods orderer through the use of fabricated reasons.<sup>10</sup>

### **Review of Islamic Law regarding late delivery of goods at an *istiṣnā* contract in Sabang**

The act of buying and selling is considered one of the means by which Allah has commanded humanity to fulfil their daily necessities with greater ease. Although Allah SWT grants considerable latitude and flexibility in conducting these commercial transactions, they cannot be divorced from the oversight of the laws that He has disclosed. As a result,

<sup>9</sup> Sukarni, *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha* (Bandung: Pustaka Sutra, 2019).

<sup>10</sup> Panji Adam, *Hukum Islam: Konsep, Filosofi dan Metodologi* (Jakarta: Sinar Grafika, 2021).



Islam holds that all human actions, including those pertaining to muamalah and worship, are justified by law. As a result, purchasing and selling holds significant value in individuals' existence, specifically as a method of assisting one another.<sup>11</sup>

Buying and selling entails two parties entering into a voluntary agreement to exchange valuable objects or items; one party receives the objects, and the other party accepts them in accordance with the agreed-upon and sharia-compliant conditions. The term "in accordance with legal provisions" refers to the fulfilment of conditions, pillars, and other aspects pertaining to the purchase and sale of goods; failure to do so signifies that the transaction is not in accordance with the tenets of Sharia'.

Similar to the obligation to uphold each commitment outlined in the contractual agreement, as prescribed by Allah SWT in Surah Al-Maidah verse 1.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَى عَلَيْكُمْ غَيْرَ مُجَلِّي  
الصَّيِّدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ (سورة المائدة: ١)

Meaning: O you who believe, fulfill the aqads. Livestock is permitted to you, except for those which are read to you. (such as that) by not allowing hunting while you are performing Hajj. Indeed, Allah establishes laws according to what He wills (Q.S. Al-Maidah: 1)

From the verse above it is clear that it requires people to carry out the agreements they have agreed to. The verse above explains the law of taklifi, while the law of taklifi is something that requires something from themukallaf to do something, or gives a choice between doing it and leaving it. Hanafiyah scholars determine three conditions for the validity of an istiṣnā contract, if one of these conditions is not fulfilled then the contract will be damaged. If it is damaged, then it is included in the group of fāsid buying and selling where the transfer of ownership with the receipt of the goods is not good so it cannot be utilized and used and it is mandatory to remove

<sup>11</sup> La Ode Alimusa, *Manajemen Perbankan Syariah Suatu Kajian Ideologis Dan Teoritis* (Yogyakarta: Deepublish, 2020).

the reason for its invalidity in order to respect the rules of the Shari'a. These conditions are as follows.<sup>12</sup>

First, explain the type, type, grade and form of the goods ordered, because the goods ordered are merchandise so you must know information about the goods properly. Information about the goods can be fulfilled by knowing several of these things. If any of the information relating to the ordered goods is missing, then the contract will be damaged, because the lack of clarity which results in disputes will damage the contract.

Thus, if someone orders a container or car to be made, then he must explain the type of basic material for the container, its size, shape, and the quantity ordered if more than one. If he does not mention any or all of this information, then the contract is considered damaged because it is unclear. Likewise, when ordering a car, the orderer must explain all the necessary information to avoid ambiguity and the occurrence of disputes in the future when the goods made do not match the buyer's wishes.

Second, the goods ordered must be goods that the public usually orders from the manufacturer, such as jewelry, shoes, containers, animal equipment and other means of transportation. Therefore, it is not permissible to order clothes or other items that are not customarily ordered by the public, such as wine presses. However, it is permissible to order such goods using a greeting contract if all the conditions are met. If all the conditions are fulfilled, then the *istiṣnā* contract becomes void but the *salam* contract is reached. This is because the standard for the validity of a contract is the intention contained in the contract, not the words used. *Salam* contracts may be made on non-*mitsliyat* items (items that have similar variants), such as clothing, carpets, mats and so on. Nowadays, it is permissible to order clothes made because people are used to doing that. People's habits can change according to time and place.

Third, it has mentioned a specific time limit. If both parties mention a certain time for delivery of the goods ordered, then the contract is broken and it turns into a greeting contract according to Abu Hanifah. So, then the conditions that apply in the *salam* contract are required, such as handing over the entire price to the contract panel and there is no right to *khiyar* (choose to cancel or continue the contract) for both parties if the buyer has

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<sup>12</sup> Djumikasih et al., *Hukum Perdata: Buku Ajar* (Surabaya: Universitas Brawijaya Press, 2022).

ordered goods using the salam contract according to the form stated in contract. The reason for this requirement is that if one of the parties determines a time limit, then he has entered into a contract which contains the meaning of a greeting contract. In a contract, what is used as the standard is the meaning contained in the contract, not the words used. Therefore, if he determines a time limit for the delivery of goods that cannot be used as an *istiṣnā* object (such as asking a weaver to weave the customer's own thread, or asking a tailor to sew the customer's own cloth), then the contract turns into a salam contract.<sup>13</sup>

The submission time limit here is one month or more. If it is less than one month, then the contract is an *istiṣnā* contract if the goods ordered are goods that the maker usually orders. Likewise, if the purpose of determining the time is to request immediate delivery, not delay delivery, as if the orderer said. "On condition that you have to finish it tomorrow or the day after tomorrow." If the purpose of the time limitation is to request an end or postponement of the delivery, then it cannot be done with an *istiṣnā'* contract, and it cannot also be done with a salam contract if the delivery time is less than one month. The conclusion is that a contract which specifies a delivery time limit of less than one month and the goods ordered are goods which are usually ordered is an *istiṣnā* contract unless the purpose of determining the time limit is to request immediacy.<sup>14</sup>

Ash-Shahiban (two friends of Abu Hanifah, namely Abu Yusuf and Muhammad Ibnu Hasan) argued that this was not required. The contract is still called an *istiṣnā* contract under any circumstances, whether the time of delivery is specified or not. This is because society is accustomed to determining time limits in *istiṣnā'* contracts, so that it becomes a valid condition in the contract. This opinion is more appropriate and in accordance with people's real life conditions and their needs. Thus, this opinion is more important to follow.<sup>15</sup>

<sup>13</sup> Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667-86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

<sup>14</sup> Jarmanisa et al., 'ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT', *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (1 October 2021): 1-20, <https://doi.org/10.1234/jurista.v5i2.11>.

<sup>15</sup> Kyle Bagwell and Robert W Staiger, 'Reciprocity, Non-Discrimination and Preferential Agreements in the Multilateral Trading System', n.d., 45.

Istiṣnā contracts are entirely permissible on anything that has been customarily ordered by the manufacturer," states al-majallah Article 389. Nevertheless, in the event that the manufacturer does not routinely order the products and specifies a delivery date, the agreement transforms into a greeting contract and is subject to the same conditions that govern a greeting contract. A contract that fails to specify the time of delivery is also considered an *istinā* contract. In the event that the designated time for delivery of the goods has elapsed without the goods being produced, the orderer is presented with the option of either exercising patience until the goods are finished being manufactured or terminating the contract, as is the situation with the *salam* contract.<sup>16</sup>

Purchasing and selling furniture is typically conducted through an order system, in which the buyer visits the seller to place an order for goods that they subsequently collect once they have been manufactured. In this context, an agreement is reached between the two parties; therefore, it is evident that the seller has breached the agreement by failing to deliver the goods on time. The customary procedure for purchasing and selling furniture commences with the purchaser conducting a transaction to order furniture by physically visiting the artisan's location and failing to locate the desired item. Subsequently, due to the seller's limited financial resources, an agreement is reached between the buyer and seller concerning the goods' price, delivery time, and location.<sup>17</sup>

Sometimes one of the parties carries out the contract in a hurry in the agreement. After that, there is a reason that requires the cancellation of the contract, therefore Islamic law provides a solution so that he can obtain the rights that he may have lost due to haste. Every *muamalah* must be carried out fairly and there is no injustice in the practice of furniture sale and purchase agreements, of course the buyer feels wronged because he does not get justice in the form of his rights not being fulfilled as they should be, there is a breach of contract which has been committed by the manufacturer of the goods.<sup>18</sup>

<sup>16</sup> Danty Listiawati, 'Klausula Eksonerasi dalam Perjanjian Standar dan Perlindungan Hukum Bagi Konsumen', *Privat Law*, no. 7 (2015): 26604, <https://www.neliti.com/publications/26604/>.

<sup>17</sup> Islamic Economics and Finance Pedia, 'Islam Forbids the Violation of Copyrights and Laws Regarding Intellectual Property – Islamic Economics & Finance Pedia', 2021, <https://www.iefpedia.com/english/?p=2923>.

<sup>18</sup> Alexander Thian, *Hukum Dagang* (Jakarta: Penerbit Andi, 2021).

That default is negligence or a form of broken promise by one of the parties. In Islam, compensation is an obligation that must be fulfilled by the person who bears responsibility. Please note that cheating in buying and selling is a disgraceful act, as is the case in other professions.

The element of pleasure between both parties is very important, as explained in the Koran, Surah an-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجْرَةً عَنِ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا (سورة النساء: ٢٩)

Meaning: O you who believe, do not consume each other's wealth in a false way, except by means of commerce which is valid between you and your mutual consent. and do not kill yourselves. Indeed, Allah is Most Merciful to you. (Q.S. An-Nisa' 29)

The proposition above explains that pleasure is a very important thing in every muamalah and you should not obtain something in a false way. An agreement or contract is a very important factor in a transaction, which is seen not only from its finality, but also the inner workings of the contract. Even though outwardly the contract is valid, this is not necessarily true from an internal perspective. What is meant by the interior of the contract is pleasure or willingness and there is no element of compulsion. If outwardly the contract is not valid then automatically the inner contract is also invalid.<sup>19</sup>

Consent in transactions is a principle, therefore, transactions are only considered valid if they are based on the consent of both parties. This means that a contract is invalid if one of the parties is under duress or coercion or feels cheated. This could happen when the contract pleases each other, but then one of the parties feels cheated, meaning their pleasure is lost, then the contract can be void.<sup>20</sup>

Default in a furniture sale and purchase agreement, where the goods craftsman has neglected his obligations or broken his promise,

<sup>19</sup> Cindawati Cindawati, 'PRINSIP GOOD FAITH(ITIKAD BAIK) DALAM HUKUM KONTRAK BISNIS INTERNASIONAL', *Mimbar Hukum - Fakultas Hukum Universitas Gadjah Mada* 26, no. 2 (2014): 181–93, <https://doi.org/10.22146/jmh.16038>.

<sup>20</sup> Listiawati, 'Klausula Eksonerasi dalam Perjanjian Standar dan Perlindungan Hukum Bagi Konsumen'.

results in the agreement being invalid because outwardly it does not provide clarity on when the goods will be delivered. And internally, it is clear that those who order goods feel wronged and of course this causes heartache and dissatisfaction considering that the payment has been paid but the goods cannot be had yet.<sup>21</sup>

delays in delivery of goods in the sale and purchase of furniture in Sukakarya District, Sabang, as stated by Wahbah az-Zuhayli in his book *al-Fiqh al-Islami wa Adillatuhu* that delays in delivery of goods in an *istiṣnā'* contract, the buyer should wait for completion because delays are caused by conditions and situations which is unintentional, as explained in *Surah An-Nisa'* paragraph 29, namely that there must be an element of mutual consent and for problems that occur in the absence of elements, violations, fraud and promises to complete the furniture order must be kept.

## CONCLUSION

*Istiṣnā'* buying and selling transactions in Islamic law have been explained in the *Al-Qur'an* *surah Al-Maidah* verse 1, that a promise is something sacred and must be kept, each party must respect what they promised. Therefore, if someone makes a promise to another person, they must immediately fulfill it. Act according to the provisions of Allah's *Shari'ah*, because in fact we are all servants who are obliged to obey and obey the *Khaliq*, the ruler of this universe. Everything we do in this world will definitely be held accountable before Him later.

## REFERENCES

- Abdul Manan. *Dinamika Politik Hukum Di Indonesia*. Kencana, 2018.
- Abdul R Saliman. *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus*. Jakarta: Kencana, 2020.
- Achmad, Yusnedi. *Aspek Hukum Dalam Ekonomi*. Yogyakarta: Deepublish, 2015.
- Adam, Panji. *Hukum Islam: Konsep, Filosofi dan Metodologi*. Jakarta: Sinar Grafika, 2021.
- Alexander Thian. *Hukum Dagang*. Jakarta: Penerbit Andi, 2021.
- Alimusa, La Ode. *Manajemen Perbankan Syariah Suatu Kajian Ideologis Dan Teoritis*. Yogyakarta: Deepublish, 2020.

<sup>21</sup> Achmad, *Aspek Hukum Dalam Ekonomi*.

- Aziz, Abdul. *Ekonomi Politik Monopoli*. Surabaya: Airlangga University Press, 2019.
- Bagwell, Kyle, and Robert W Staiger. 'Reciprocity, Non-Discrimination and Preferential Agreements in the Multilateral Trading System', n.d., 45.
- Cindawati, Cindawati. 'PRINSIP GOOD FAITH(ITIKAD BAIK) DALAM HUKUM KONTRAK BISNIS INTERNASIONAL'. *Mimbar Hukum - Fakultas Hukum Universitas Gadjah Mada* 26, no. 2 (2014): 181-93. <https://doi.org/10.22146/jmh.16038>.
- Djamil, Fathurrahman. *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep*. Jakarta: Sinar Grafika, 2023.
- Djumikasih, Rachmi Sulistyarini, Yenny Eta Widyanti, Rumi Suwardiyati, and Setiawan Wicaksono. *Hukum Perdata: Buku Ajar*. Surabaya: Universitas Brawijaya Press, 2022.
- Fahmi, Chairul. 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)'. *TSAQAFAH* 8, no. 2 (30 November 2012): 295-310. <https://doi.org/10.21111/tsaqafah.v8i2.27>.
- — —. 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia'. *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667-86. <https://doi.org/10.26811/peuradeun.v11i2.923>.
- — —, "Analysis of Legal Aspects on Debt Transfer from Conventional Bank to Sharia Bank Post the Application of Qanun Aceh No. 11 Of 2018". *Al-Mudharabah Journal*. Vol. 5, Issue 1, 2023.
- — — "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia". *Peuradeun Scientific Journal: The Indonesian Journal of the Social Sciences*. Vol. 11, No. 2, May 2023.
- — —, "PHILOSOPHICAL TRANSFORMATION IN THE APPLICATION OF ISLAMIC SYARIAT (Critical Analysis of the Application of Islamic Shari'at in Aceh)" *Al-Manahij: Journal of Islamic Legal Studies*. 2020, 167-76.
- — — "THE CONCEPT OF IJMAK ACCORDING TO FAZLUR RAHMAN AND THE REVISION OF ISLAMIC LAW" *Jurnal Ilmiah Islam Futura*, 2017 Vol. 11 No.1 p.35-49.
- — —, 'The Snouck Hurgronje's Doctrine in Conquering the Holy Revolts of Acehnese Natives", 2021, Vol.10 No. 2 *Heritage of Nusantara: International Journal of Religious Literature and Heritage* 248-73.

- — —, and W. Afrina, 'ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF ACEH QANUN NO. 11 OF 2018.
- — — Putri Rahmi Febriani, Laila Muhammad Rasid, Ahmad Luqman Hakim, "The Role of Local Government in Maintaining Coffee Prices Volatility in Gayo Highland of Indonesia". *PETITA: Jurnal Ilmu Hukum dan Syariah*. Vol. 8 No.1, 2023.
- — —, "THE CONCEPT OF FRANCHISING IN THE INDONESIAN CIVIL LAW AND ISLAM". *Al-Mudharabah: Jurnal Keuangan dan Ekonomi Syariah*, Vol. 4 No.2, 2023.
- Islamic Economics and Finance Pedia. 'Islam Forbids the Violation of Copyrights and Laws Regarding Intellectual Property – Islamic Economics & Finance Pedia', 2021.  
<https://www.iefpedia.com/english/?p=2923>.
- Jarmanisa, Siti Mawar, Chairul Fahmi, and Azka Amalia Jihad. 'ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT'. *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (1 October 2021): 1-20. <https://doi.org/10.1234/jurista.v5i2.11>.
- Listiawati, Danty. 'Klausula Eksonerasi dalam Perjanjian Standar dan Perlindungan Hukum Bagi Konsumen'. *Privat Law*, no. 7 (2015): 26604. <https://www.neliti.com/publications/26604/>.
- Salim, Salim, and Erlies Septiana Nurbani. *Perkembangan Hukum Kontrak Innominaat di Indonesia (Buku Kedua)*. Jakarta: Sinar Grafika, 2022.
- Sukarni. *Cyber Law Kontrak Elektronik Dalam Bayang-Bayang Pelaku Usaha*. Bandung: Pustaka Sutra, 2019.