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Determination of Water Tariffs Pdam Tirta Peusada East Aceh, Indonesia: A Study of the Element of *Gharar*

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Abstract
The determination of water tariffs by Perumda Tirta Peusada in East Aceh District has led to community dissatisfaction due to tariffs that are considered unfair and do not reflect the quality of service received, as well as unclear water distribution. This issue potentially contains elements of gharar (uncertainty) in the water sale and purchase transaction, which is contrary to the principles of Islamic law. This research uses descriptive analysis method with a case study approach and qualitative research, by collecting data through interviews and literature study to analyse the implications of water tariff setting at Perumda Tirta Peusada in the context of sharia economic law. The determination of water tariffs by Perumda Tirta Peusada in East Aceh Regency contains elements of gharar in the context of sharia economics, because the tariff charged is not in accordance with the volume of water consumed by customers. Customers are still charged for 10 cubic metres even though their water usage is less than that amount, creating uncertainty in the transaction. In addition, frequent water distribution disruptions and supply instability further exacerbate this problem, as customers pay for services they do not receive as expected. This practice goes against the principles of transparency, fairness, and clarity advocated in Islamic law.

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Therefore, Perumda Tirta Peusada needs to improve its tariff policy and the quality of water distribution to ensure that water transactions are more fair, transparent, and in accordance with sharia principles.
KEYWORDS: Clean Water, East Aceh, Sharia Economics, Pricing, Element of *Gharar*

Introduction

Islam as a comprehensive religion covers various aspects of human life, not only in spiritual relationships with God but also in socio-economic aspects. One of the main principles in Islam is the existence of balance and justice in every transaction or muamalah.[1] This includes clear rules in buying and selling, where Islam regulates various aspects such as the conditions for the validity of the contract, the clarity of the goods being traded, and the obligation to avoid all forms of fraud and injustice.[2] In the practice of buying and selling involving goods that have a use value for society, such as water, these rules are very important to comply with so as not to harm one party.

Water is one of the basic needs that is essential for human survival. Without clean and proper water, many aspects of human life will be disrupted, including health and well-being. In Indonesia, although most of its territory is surrounded by water, the distribution of clean water suitable for consumption is still a problem, especially in remote and rural areas.[3] The government, through Regional Water Supply Companies (PDAMs), is responsible for providing clean water distribution services to the community at reasonable and affordable prices. One of the PDAM companies that plays a role in the provision of clean water is Perumda Tirta Peusada in East Aceh District.

The main purpose of PDAM is to fulfil the need for clean water for the community, good drinking water quality must meet the mandatory requirements according to the Minister of Health Regulation No. 492 of 2010, namely water pH between 6.5 to 8.5 and a maximum *turbidity* of 5

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[1] Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (2024): 89–104, https://doi.org/10.21580/wa.v11i1.20007.

[2] Harisah, Kutsiyatur Rahmah, and Yenny Susilawati, "The Islamic Concept of Justice in Muamalah", *Syar'ie*, Vol. 3 No. 2 August 2020, p. 175. 175.

[3] Anisa Febri Salni, Zainuddin Hasan, and Myna Agustina Yusuf, "Analysis of Clean Water Quality, Continuity and Quantity Issues in Aceh Besar District", *Scientific Journal of Architecture and Planning Students*, Vol. 8 No. 2, 2020, pp. 139-156

Nephelometric Turbidity Units (NTU). Water with a pH of 7 is considered neutral, while a pH of less than 7 indicates acidic water, and a pH of more than 7 indicates alkaline or alkaline water.[4]

Good quality drinking water should be safe, hygienic and fit for consumption without risk of infection to the user, it should meet strict quality standards. Ideal drinking water should be clear, odourless and tasteless and should be free from harmful chemicals and pathogenic germs or microorganisms that can harm human health.[5]

In practice, there are several obstacles related to the water distribution system and tariff setting. One of the main problems that arise is the application of the water tariff applied by Perumda Tirta Peusada. This inflexible tariff system often leads to dissatisfaction among customers, as many consumers feel that they are paying more than they consume, while the water provided sometimes does not flow regularly and is only available at certain times.

The determination of water tariffs by Perumda Tirta Peusada in East Aceh is regulated in East Aceh Regent Regulation No. 1 Year 2022, which adjusts tariffs to operational costs and regional economic development. However, in its implementation, the tariff does not reflect the principle of fairness and is not in line with the economic conditions of the local community. Some consumers feel that they are burdened with tariffs that are not proportional to the quality of service they receive, given the limited and uneven distribution of water. This raises the question of the extent to which the tariff is in accordance with the principles of Islamic law, particularly in relation to justice and the prohibition of gharar (uncertainty) practices in sale and purchase transactions.[6]

In Islamic law, one of the principles that is highly upheld is clarity in every sale and purchase transaction, one of which is to avoid the element of gharar (uncertainty or uncertainty) in the sale and purchase contract. This

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[4] Tiara Mahardika and Barlian Henryranu Prasetio, "Development of a Drinking-Water Classification System based on pH and Turbidity Values using the K-Nearest Neighbors (K-NN) Method based on Arduino Uno." *Journal of Information Technology and Computer Science Development*, Vol. 7 No. 6, 2023, pp. 2634-2641.

[5] Lisa Djafar, Zul Adhayani Arda, and Nur Ain. "Differences in the Quality of Household Drinking Water at Facility Points and Consumption Points in Gorontalo Regency." *Pancasakti Journal Of Public Health Science And Research*, Vol. 4 No. 1, 2024, pp. 17-23.

[6] Chairul Fahmi, *Aceh Paska MoU Helsinki: Diskursus tentang KKR, Reformasi Keamanan, dan Reformasi Hukum* (Banda Aceh: The Aceh Institute Press, 2011).

gharar can be in the form of uncertainty about the object being traded, unclear prices, or uncertainty in the rights and obligations of each party. In the context of Perumda Tirta Peusada's water tariff setting, there are potential elements of gharar that arise, such as uncertainty about how much water will be consumed by customers and how tariffs are charged based on usage that does not match reality.

According to the scholars, in buying and selling, all elements of the transaction must be clear and understandable to both parties. In this case, Perumda Tirta Peusada should ensure that the tariff charged to consumers is fair and in accordance with their usage. However, with the provision of a fixed tariff, such as a tariff of IDR 44,000 for water usage up to 10 cubic metres, there is a potential injustice for customers who only use a small amount of water, while they are still charged the full tariff.[7] This condition risks creating the element of gharar, as the purchaser (consumer) cannot clearly predict how much they will pay according to their water needs. The above practice indicates that there is an element of gharar in the sale and purchase of drinking water and tariff setting that is not in accordance with the applicable regulations.

The lack of clarity regarding the amount of tariffs and the unequal distribution of water adds to the complexity of the problem. Thus, it can be assumed that this problem is not only related to economic aspects or state law, but also touches aspects of Islamic law, especially those related to ethics in buying and selling transactions and justice in the distribution system of goods and services. In Islam, it is important to maintain a balance between the rights and obligations between sellers and buyers, and to ensure that no party is harmed in the transaction.[8]

In this regard, this study aims to explore whether the determination of water tariffs by Perumda Tirta Peusada in East Aceh is in accordance with the principles of Islamic law, especially in relation to the element of gharar in water sale and purchase transactions. The research will analyse the extent to which the unclear tariffs and water distribution issues relate to the provisions of Islamic law, as well as how solutions can be implemented to

[7] Muhammad Yunus, Resident of Pante Bidari Sub-district, interview, 26 September 2024

[8] Chairul Fahmi, *HUKUM DAGANG INDONESIA* (Banda Aceh: Bandar Publishing, 2023), https://bandarpublishing.com/hukum-dagang-indonesia/.

improve the tariff policy and increase transparency and fairness in water distribution services.[9]

Based on these problems, the author is interested in conducting a more in-depth research on the determination of water tariffs at Perumda Tirta Peusada East Aceh and its implications for Islamic law, especially in terms of the element of gharar. This research aims to provide recommendations regarding tariff adjustments and water distribution policies that are more equitable and in accordance with Islamic principles, so that the basic needs of the community for clean water can be met without harming any party.

The research method that the author uses in this research is descriptive analysis method, namely by making a description of the picture systematically factual and accurate regarding the facts about the object that the author examines.[10] This research uses a case study approach, with a qualitative research type. The main data sources in qualitative research are derived from primary data and secondary data, using data collection techniques with literature study methods and interviews. Data analysis is carried out by the process of systematically searching and compiling data obtained from interviews, field notes and other materials. So that it can be easily understood and the findings can be informed to others.

The concept of Ghalar in the perspective of Sharia Economic Law

Gharar is one of the elements prohibited in buying and selling practices. In language, gharar comes from the word *al-jahālah*, which means uncertainty. In terms of terms, gharar refers to a condition in which one of the parties to the transaction does not have sufficient information regarding various elements related to the object and subject of the contract. In other words, gharar is any form of sale and purchase transaction that contains

[9] 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://jurista-journal.org/index.php/jurista/article/view/11.

[10] Muhammad Siddiq-Armia, *Penentuan Metode Dan Pendekatan Penelitian Hukum*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

uncertainty or doubt about the goods being traded, both in terms of quality, quantity, and condition of the goods. [11]

Buying and selling that contains gharar has no certainty regarding the goods being traded, which has the potential to cause risks and losses for one of the parties. Such transactions can be detrimental to one party as there is no clarity on what will be received or paid. In this case, gharar can create injustice and harm, because one party may be harmed due to the uncertainty in the sale and purchase contract.[12]

Gharar can be understood as uncertainty. Gharar also refers to a situation where there is *incomplete information*, which causes uncertainty for both parties involved in the transaction. In this context, gharar occurs when something that should be clear and certain is turned into something uncertain. In other words, gharar arises when one or both parties do not have sufficient or clear information regarding the object or conditions of the transaction, leading to uncertainty in the outcome or consequences of the transaction.[13]

In fiqh rules, the practice of *gharar* is considered to damage the contract because of the uncertainty in the transaction. According to Imam al-Nawawi, the prohibition of *gharar* in Islamic business plays an important role in maintaining justice. Previous fiqh scholars gave several examples of buying and selling that fall into the category of *gharar*, including buying and selling calves that are still in their mother's womb and buying and selling birds that are flying in the air. These transactions are considered *gharar* because there is uncertainty as to whether the calf will be born safely or not, or whether the flying bird will be caught. If the price is paid but the promised goods are not delivered, the buyer may feel aggrieved and dissatisfied. This has the potential to lead to disputes and commotion, which is ultimately detrimental to both parties.[14]

The legal basis for gharar in buying and selling is based on the evidence regarding gharar in buying and selling that has been stated in the Qur'an and

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[11] Abdul Azim Bin Badawi Al-Khalafi, *Al-Wajiz Encyclopaedia of Fiqh in the Qur'an as-Sunnah as-Ṣaḥīh*, (Jakarta: Pustaka as-Sunnah, 2006), p.655.

[12] 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.

[13] Mardani, *Fiqh of Sharia Economics*, (Jakarta: Kencana, 2012), p. 29. 29.

[14] Al-Imam al-Nawawi, *al-Majmū' Syārh al-Muhazzāb*, Volume. 9 (Transl. Muhammad Najib AlMuth'i), (Jakarta: Pustaka Azzam, 2003), p. 210.

hadith. The practice of gharar in buying and selling is an act that contains elements of eating other people's property in an unlawful way. Allah SWT, says in Surah al-Baqarah verse 188:

وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ وَتُدْلُوا بِهَا إِلَى الْحُكَّامِ لِتَأْكُلُوا فَرِيقًا مِنْ أَمْوَالِ النَّاسِ بِالْإِثْمِ وَأَنْتُمْ تَعْلَمُونَ.

Meaning: And let not some of you eat of the wealth of others among yourselves by unlawful means, and let not your property be brought before a judge, that you may eat of the wealth of others by way of sin, while you know.

From the above verse, the word bi al-bāṭil means taking something from its owner in a way that is not allowed by Shariah, such as maysir (gambling, speculation) gharar and usury.[15] The meaning of the verse above is not to take the property of some of you, meaning the property of others. This verse explains the prohibition of eating wealth in a way that is not right. Allah attributes the property to them, because a Muslim should love his brother as he loves himself, he respects his property as his property is respected. The hadith also explains that:

حَدَّثَنَا أَبُو بَكْرِ بْنُ أَبِي شَيْبَةَ وَمُحَمَّدُ بْنُ عَبْدِ اللَّهِ بْنِ نُمَيْرٍ وَزُهَيْرُ بْنُ حَرْبٍ قَالُوا جَمِيعًا حَدَّثَنَا سُفْيَانُ بْنُ عُيَيْنَةَ عَنْ ابْنِ جُرَيْجٍ عَنْ عَطَاءٍ عَنْ جَابِرِ بْنِ عَبْدِ اللَّهِ قَالَ نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ الْمُحَاقَلَةِ وَالْمُزَابَنَةِ وَالْمُخَابَرَةِ وَعَنْ بَيْعِ الثَّمَرِ حَتَّى يَبْدُوَ صَلَاحُهُ وَلَا يُبَاعُ إِلَّا بِالدِّينَارِ وَالدِّرْهَمِ إِلَّا الْعَرَايَا و حَدَّثَنَا عَبْدُ بْنُ حُمَيْدٍ أَخْبَرَنَا أُو عَاصِمٍ أَخْبَرَنَا. ابْنُ جُرَيْجٍ عَنْ عَطَاءٍ وَأَبِي الزُّبَيْرِ أَنَّهُمَا سَمِعَا جَابِرَ بْنَ عَبْدِ اللَّهِ يَقُولُا نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَذَكَ بِمِثْلِهِ

Meaning: Narrated to us [Abu Bakr bin Abi Shaibah] and [Muhammad bin Abdullah bin Numair] and [Zuhair bin Harb] they all said: Narrated to us [Sufyan bin 'Uyainah] from [Ibn Juraij] from ['Atha`] from [Jabir bin Abdullah] who said: The Messenger of Allah (peace and blessings of Allaah be upon him) forbade the sale of muhaqalah, muzabanah and mukhabarah, forbade the sale of fruit until it was clearly ripe, and forbade the sale of anything but dinars and dirhams (cash) except the sale of 'araya. And narrated

[15] Abdul Azim Bin Badawi Al-Khalafi, *Al-Wajiz. Encyclopaedia of Fiqh in the Qur'an* As-Sunnah As-Sahih, (Jakarta: Pustaka As-Sunnah, 2006). p.655

to us [Abdullah bin Humaid] narrated to us [Abu 'Ashim] narrated to us [Ibn Juraij] from ['Atha'] and [Abu Zubayr] that they both heard [Jabir bin Abdullah] say: "The Messenger of Allah (peace and blessings of Allah be upon him) forbade..." then he mentioned the same hadeeth.

This prohibition is of course because there is gharar in muamalah such as buying and selling animals that are still in foetal form, it is not known whether the foetus is male or female, alive or dead and whether it is twins or not. This kind of uncertainty is certainly not justified in buying and selling, this will potentially harm one party and damage the buying and selling process.[16]

According to the scholars, there are two types of *gharar* that can be forgiven in a muamalah transaction, so that the contract is still considered valid. First, *gharar* that is minor and does not dominate the contract, and cannot be completely avoided. An example is entering a paid toilet, where the difference in water usage or the duration of time in the toilet cannot be precisely ascertained, but because the *gharar* is minor and does not affect the entire transaction, it is allowed.[17] Secondly, *gharar* that is very difficult to avoid except in a burdensome way, such as buying land that one does not know the contents or conditions of, for example, whether it contains peanuts, carrots or onions. Since this uncertainty is difficult to avoid without causing great hardship, this type of *gharar* is also forgiven. Thus, both types of *gharar* are acceptable because they are unavoidable without causing excessive burden.[18]

In Islamic legal literature, there are three types of buying and selling that are prohibited because they contain elements of *gharar*. The first type is the sale of goods that do not yet exist (*ma'dūm*), which is a transaction involving a contract object that cannot be delivered by the seller at the time of the contract. This can happen even though the object theoretically exists, but it cannot be confirmed or does not exist at the time of the transaction. For example, buying and selling foetuses that are still in the womb of livestock without selling the mother, or buying and selling foetuses from

[16] 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.

[17] Abdul Ghafur Anshori, *Shari'ah Banking in Indonesia*, (Yogyakarta: Gajah Mada University, 2007), p. 87.

[18] Abd. Atang Hakim, *Fiqh of Shari'ah Banking*, (Bandung: Refika Aditama, 2011), p. 142.

unborn animal foetuses (ḥabal al-ḥabalah). Another example is buying and selling fish that are still in the sea or birds that are still flying in the air.[19] All of these types of transactions are prohibited in Islamic law because they contain high uncertainty, so they have the potential to harm one party. In addition, the transaction of buying and selling undivided war booty or escaped slaves also falls into this category.[20]

The second type is the sale of unclear goods (*majhūl*), which is a transaction involving goods with properties, sizes, or specifications that are not known with certainty by both parties. This kind of trade contains the element of *gharar* because of the uncertainty regarding the object being traded. For example, if a person sells an item that cannot be ascertained as to its shape, quality, or quantity, then the transaction is invalid according to the principles of Islamic fiqh. Any transaction involving goods that are unclear or unknown with certainty, both in terms of physical and other conditions, is prohibited in Islam to avoid potential losses and disputes between the parties involved.[21] The examples of majhūl sale and purchase are:

1. Sale of goods that are not yet under the seller's control. If an item has not been handed over at the time of the sale and purchase contract, it cannot be sold to another person. In this case, the buyer may not make an agreement with another party to make a transaction on goods that he has not received, because the form or condition of the goods is not clear. It is possible that the goods are damaged or lost before they are delivered, so the first and second transactions become void. Therefore, certainty about the goods being traded is a valid condition for buying and selling.[22]
2. Buying and selling that involves uncertainty about the nature of the goods being sold is also prohibited. For example, in the sale and purchase of fruits, only fruits that are in clear condition and fit for

[19] Ghufran A. Mas'adi, *Contextualised Fiqh Muamalah*, (Jakarta: PT. Raja Grafindo Persada, 2002), pp. 133.

[20] Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *AlterNative: An International Journal of Indigenous Peoples*, 8 March 2024, 11771801241235261, https://doi.org/10.1177/11771801241235261.

[21] Husain Syahatah and Siddiq Muh. Al-Amin Adh-Dhahir, *Islamic Business Transactions and Ethics*, Transl. Sapto Budi Satryo and Fauziah R., (Jakarta: Visi Insani Publishing, 2005), pp. 159.

[22] Syamsul Anwar, *Sharia Agreement Law: A Study of the Theory of Akad in Fiqh Muamalah*, (Jakarta: Rajawali Pers, 2007), p. 191. 191.

consumption may be traded. The same applies to the sale of goods such as woollen yarn that is still in the form of fur attached to the animal's body, or cheese that is still milk. Uncertainty about the quality or nature of the goods to be sold adds an element of *gharar* to the transaction, which can lead to dissatisfaction and loss on the part of the buyer, so such transactions are not valid according to Islamic fiqh.[23]

3. A sale that is not clear about the time of delivery of the object of the contract is also a prohibited transaction. For example, if an item is sold with uncertainty as to when it will be delivered, such as in a sale that stipulates the delivery of goods after the death of a person, then this transaction becomes void because the timing is not clear. However, if the time of delivery is specified in the contract, then the transaction is valid. An example of this is in an order transaction, such as buying clothes from a shop, where the seller and buyer agree to deliver the goods at a specified time. In such a case, the sale is valid because there is certainty about the time of delivery.[24]
4. Uncertainty about the object of the contract also occurs if there are two different objects in one transaction without being clear about which item will be sold. An example is a transaction that offers two goods with different qualities and criteria without clearly stating which item will be delivered as the object of the contract. This kind of transaction violates the Prophet*'s* prohibition of *bai'atain fi bai'ah*, which is two transactions in one contract, which can lead to uncertainty and disputes in the future. Therefore, in every transaction, both parties must agree and be clear about the object being traded to ensure that the contract is valid and free from elements of *gharar*.[25]
5. If the object of the contract cannot be ascertained in accordance with what has been agreed upon in the transaction, then the transaction contains the element of *gharar*. For example, buying and selling a motorbike that is in a damaged condition. This kind of transaction

[23] Ibid.

[24] Adiwarman Karim, *Islamic Banking: Fiqh and Financial Analysis*, (Jakarta: Rajawali Press, 2011). p.31.

[25] Tengku Muhammad Hasbi Ash Shidieqy, *Introduction to Fiqh Mu'amalah*, (PT. Pustaka Rizki Putra Semarang, 1997,) p. 29. 29.

> contains uncertainty for both parties, the seller and the buyer, because there is no guarantee that the goods sold will meet expectations. This is similar to lottery trading, which is speculative and risky, so it is prohibited in Islam.[26]

The third type of sale involving goods that cannot be delivered also contains elements of *gharar* and is considered prohibited in Islam. One of them is uncertainty about the type of payment or the type of goods being sold.[27] Wahbah al-Zuhaili states that this uncertainty is one of the most prohibited forms of *gharar*. For example, if the seller does not clearly explain the type of payment received or the goods to be delivered, this creates uncertainty that harms both parties and violates the principle of clarity in transactions.[28]

In addition, uncertainty about the amount of the price to be paid also falls under the category of prohibited trades. For example, if the seller says, "I am selling you rice at today's price," then the price to be paid is unclear and subject to change. This kind of price uncertainty is considered to be one of the main reasons for the prohibition of buying and selling fruits that are not fit for consumption, because there is no clarity on the amount of payment to be made by the buyer.[29]

Another form of prohibited sale and purchase is uncertainty in the form of the transaction, such as the existence of two different transaction options in one contract without any certainty about the option chosen by the two parties. For example, in the sale and purchase of a motorbike, the seller offers a price of Rp. 13 million for cash payment and Rp. 20 million for credit payment, but when the contract takes place, it is not specified which transaction will be chosen. This leads to uncertainty that can lead to disputes and contradicts the Prophet*'s* prohibition of *bai'ataini fi bai'ah* (two transactions in one contract).[30]

Finally, compulsion in the transaction is also included in the category of prohibited sale and purchase. According to Nadratuzzaman, this

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[26] Mardani, *Fiqh of Sharia Economics*, (Jakarta: Kencana Prenada Media Group, 2012), p.101.

[27] Nadratuzzaman Hosen, *Analysis of the Forms of Gharar in Economic Transactions*, *Journal of al-Iqtishad*, Vol. I, No. 1, January 2009, p. 58. 58.

[28] Wahbah al-Zuhaili, *al-Fiqh al-Islami wa Adillatuhu*, (Publisher: Daar al-Fikr), pp. 123.

[29] Nadratuzzaman Hosen, *Form Analysis*..., p. 59.

[30] Ibid.

compulsion can arise in various forms. One of them is *bai' al-ḥaṣāh* (stone-throwing sale), in which a person throws a stone at some goods and the goods hit by the stone must be bought.[31] Another form is *bai' al-munābazah* (throwing trade), where a person throws his shirt to another person, and if the person throws his shirt back, then both are obliged to buy the item, even if the quality of the item is unknown.[32] The same applies to *bai' al-mulāmasah* (buying and selling by touching), where the item touched by the buyer is considered obligatory to buy, even though the buyer does not know the exact condition of the item. All these forms of transactions involving the element of compulsion are prohibited because they contradict the principles of justice and freedom in buying and selling.[33]

It can be concluded that gharar in the practice of buying and selling refers to the uncertainty that occurs in transactions, which can harm one of the parties. Gharar includes conditions where one party does not have sufficient information about the object of the contract, whether in terms of quality, quantity, or condition of the goods being traded. Islam prohibits transactions that contain gharar because it can cause losses and injustice. For example, buying and selling goods that do not yet exist (ma'dūm), goods that are unclear (majhūl), or goods that cannot be handed over. In this case, uncertainty in the type of payment, amount of price, time of delivery, and quality of goods will cause the transaction to be invalid according to Islamic fiqh principles. The prohibition of gharar is based on the principle of justice in muamalah, as stated in the Qur'an and the Prophet's hadith. Some examples of transactions that are prohibited because they contain gharar include the sale of foetuses, the sale of fish still at sea, or the sale of goods of uncertain quality.

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[31] *Ibid.* p. 60.

[32] Chairul Fahmi and Wira Afrina, '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: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (2023): 28–39, http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047.

[33] Syaikhu, *Fiqh Muamalah Understanding Concepts and Contemporary Dialectics*, (Yogyakarta: K-Media, 2020), p 91.

Pricing or Tariffs in Sharia Economic Law

Price is an amount of value in the form of currency that must be paid by consumers to obtain the goods or services offered. According to Rachmat Syafei, price arises in the context of a contract, namely an agreement between two parties who give up something in the transaction, whether it is less, more, or equal to the value of the goods being traded.[34] In other words, the price becomes an exchanger or compensation agreed upon by the two parties in the sale and purchase transaction. In simple terms, price is the amount of money that must be paid to obtain a product or service. In the context of marketing, price is also a very flexible element in the marketing mix. Pricing and price competition are often the main challenges faced by many marketing executives. Despite this, many companies fail to manage prices properly.[35]

From this understanding, it can be concluded that price is the result of an agreement that occurs in a sale and purchase transaction, where both parties, both sellers and buyers, agree on the price. The agreed price must be accepted willingly by both parties to the contract, whether it is lower, higher, or equal to the value of the goods or services offered. Therefore, the price is not just a number, but a form of agreement that reflects justice and equality between the seller and the buyer.[36]

In the world of trade, pricing is one of the most important factors. Price not only affects the attractiveness of a product, but also determines whether the product sells well in the market or not. If the price set is too high or low, the impact can be very detrimental to the seller. Price is an element that is directly related to the profits and revenues earned from the sale of goods and services. Therefore, the price chosen must reflect the value received by consumers, thus creating a balance between supply and demand.

Ibn Taymiyyah distinguishes between two types of prices in the context of trade, namely prices that are unfair and prohibited, and prices that are fair and favoured. According to him, a fair price is a price that is equal or balanced between the value of goods and consumer ability. Ibn Taymiyyah's thinking is different from most other Islamic thinkers who focus more on

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[34] Adiwarman Azwar Karim, *History of Islamic Economic Thought*, (Jakarta: Raja Grafindo Persada, 2012), pp. 25

[35] Kotler and Armstrong, *Principles of Marketing*, (Jakarta: Erlangga, 2001), pp. 439

[36] Wahyu Akbar et al., 'Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia', *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1–12, https://journal.iain-manado.ac.id/index.php/JIS/article/view/2611.

the phenomenon of prices that occur. Ibn Taymiyyah emphasised more on the attitude or response to the price phenomenon. [37] In this case, Ibn Taymiyyah allowed the government to intervene in setting market prices if the price formed is not reasonable or contains elements of injustice. However, if prices rise suddenly due to scarcity of goods or lack of imported supplies, then he opposes government intervention in determining prices.[38] Ibn Taymiyyah distinguishes two types of price fixing, namely fair prices and unfair prices, and provides clear limits on when government intervention is allowed and when it is not. In general, price fixing is divided into two forms, namely:[39]

1. Unfair and Illegal (Prohibited) Pricing. Unfair and unauthorised pricing occurs when a seller sells goods without a clear basis or sets a price that does not match the value or market conditions. This action is considered unfair because it abuses the situation for personal gain and harms consumers. In Ibn Taymiyyah's perspective, this kind of pricing is prohibited because it contradicts the principle of fairness in trade.
2. Fair and Lawful (Favoured) Pricing. In contrast, fair and lawful pricing occurs when the government forces traders to sell goods at fair and honest prices, especially in situations where people are in dire need of the goods. This means that the price set should be proportional to the value of the good and not burdensome to consumers in need. In this case, the government's role is to ensure that the price offered is not high and is in line with the needs of the people, and does not harm any party.

In addition, the fuqaha who compiled the various rules of business transactions in Islam also put forward the concept of fair prices in various cases, such as the sale of defective goods, sales at exorbitant prices, or sales of stockpiled goods aimed at hoarding prices. In their view, a fair price is not

[37] Abdul Azim Islahi, *Ibn Taymiyyah's Economic Conception*, Transl. Anshari Thoyib, (Surabaya: Bina Ilmu, 1997), pp. 117-118.

[38] Ibid.

[39] St. Fatimah, Moh. Yasin Soumena, St. Nurhayati, Ikhsan Gasali, and A. Rio Makkulau, "Pricing According to Ibn Taymiyyah", *Al-Rikaz: Journal of Sharia Economics*, Volume 2, Number 1, June 2023, pp. 51.

just a matter of the price received by the seller, but also involves the principle of fairness to consumers and the market situation. Therefore, the price set should reflect the fair value of the goods or services being traded.[40] In general, the fuqaha agree that a fair price is an equivalent price, which is the price paid for goods or services that are similar in quality and condition. This concept is known as tsaman al-mitsl (equal price).[41] Thus, in their view, a fair price should not exceed the fair value of the goods, so as to create a fair balance between the seller and the buyer without harming either party.

The Quran strongly emphasises the importance of justice in every aspect of human life, including in trade and market activities. This justice is the basis for determining a fair and just price for all parties involved, both sellers and buyers.[42] Therefore, justice in economic transactions, especially in terms of price, is highly prioritised. In this context, Islam teaches that every trading activity must be based on the principles of justice so that no party feels disadvantaged. The Messenger of Allah (peace and blessings of Allah be upon him) also classifies usury as a form of unfair transaction, especially if the price charged to consumers is far more expensive than the proper value. Usury is considered an unfair sale, which exploits the consumer with excessive prices, beyond the proper value. In several traditions, the Prophet emphasises that a fair price is one that is in line with the value of the goods and does not burden any party.[43] The term "fair price" is also found in several traditions, particularly in the context of compensation or equal payment. For example, in the case of freeing a slave, where the slave owner gave a fair price (gimah al-adl) as compensation for the freedom granted. Similarly, two companions of the Prophet, 'Ali ibn Abi Talib and 'Umar ibn Al Khaththab, set a new value for the diyat after a decline in the purchasing power of the dirham, which led to an increase in the price of goods.[44] In both cases, fair pricing was a response to changing economic conditions and

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[40] Boedi Abdullah, *The Civilisation of Islamic Economic Thinkers*, (Bandung: Pustaka Setia, 2010), p. 253. 253.

[41] Ibid

[42] Syaiful Muhyidin, "The Concept of Justice in the Qur'an", *Al-Riwayah: Journal of Education* Volume 11, Number 1, April 2019, pp. 89-108

[43] Muhamad Zainul Abidin, "Usury in the Perspective of al-Qur'an and Sunnah", *La Zhulma Journal of Sharia Economics,* Vol. 1 No. 1, August 2022, pp. 67.

[44] Imam Maliky, "Sharia Economic Law Perspective on Pricing in the Distribution of A3 Fresh O2 Bottled Drinking Water (Amdk) Products", *Journal of Sharia Economic Law*, Volume 7, Number 1, April 2023, p. *47. 47.*

aimed at maintaining justice in society. Business transactions in Islam must be conducted at a fair price, as this reflects the Shariah's commitment to the overarching principle of justice. A fair price should not only favour one party, but should ensure a balance between sellers and buyers. In other words, the price set should not contain elements of exploitation or oppression (kezaliman) that harm one party, either the seller or the buyer. In general, a fair price is one that reflects equal benefits for both parties. The seller should earn a reasonable profit that is commensurate with the value of the goods or services being sold, while the buyer should feel that they are getting benefits that are equivalent to the price paid. Thus, the principle of fair pricing not only protects the interests of consumers, but also provides room for sellers to earn a decent profit without harming any party.

The Prophet Muhammad taught the importance of acting honestly, fairly, and behaving well in every trade transaction. The key to the Prophet's success in trading lies in the commendable attitudes he showed, which were highly respected by the people of Makkah.[45] These attitudes included shiddiq (honest), tabligh (conveying clearly), amanah (trustworthy), and fathonah (wise). These praiseworthy attitudes became the basis of every trading interaction of the Prophet, and became an example for Muslims on how to conduct transactions with high integrity and ethics. By possessing these traits, the Prophet not only earned the trust of the community, but also demonstrated that success in trade is not only determined by material gains, but also by the moral and ethical qualities of doing business. Being fair and honest are key prerequisites for someone engaged in trade, in addition to maintaining good relationships and being friendly to trading partners and customers. A dishonest trader, even if he earns a huge profit, will most likely only experience that profit for a short period of time. Dishonesty in business can undermine customer trust, which in turn will negatively affect the reputation and viability of the business. Over time, this can cause the business to decline and even go bankrupt. It can be concluded that, in the perspective of Islamic fiqh, the concept of *gharar* refers to the uncertainty contained in a sale and purchase transaction, which can harm one of the parties. Gharar is prohibited in Islam because it contradicts the principle of justice, which is the basis of muamalah. There are several types

[45] Hanipatudiniah Madani, "Development of Honesty Values According to the Prophet Saw", Journal of Religious Research Volume 1, Number 1, April 2021, pp. 145-156

of transactions that are considered to contain gharar and are therefore prohibited, such as buying and selling goods that do not yet exist, goods whose nature is unclear, or goods that cannot be handed over with certainty. For example, buying and selling the foetus of an unborn animal or goods whose condition is unknown. In addition, transactions in which the time of delivery is unclear or which involve two different objects without clarity are also considered to contain gharar and are void according to Shariah. Islam emphasises the importance of clarity in every transaction so that no party is disadvantaged, and this principle is exemplified in many traditions and teachings of the Prophet that emphasise fairness and transparency in trade.

In terms of pricing, Islam encourages the application of fair prices, which reflect the balance between the value of goods and the ability of consumers. A fair price is a price that is fair and equal to the value of the goods being traded, without any element of exploitation. Ibn Taymiyyah suggests that the government may intervene to ensure prices remain reasonable, especially in emergency conditions, but opposes intervention if prices rise due to natural market factors, such as scarcity of goods. The fuqaha agree that business transactions in Islam should be based on justice, avoiding usury and fraud. The Prophet Muhammad SAW gave a clear example of carrying out transactions with honesty, trustworthiness, and wisdom, which became the moral basis for Muslims in doing business. Thus, every transaction must pay attention to the principles of fairness, transparency and honesty to create good relationships and maintain business sustainability.

Analysis of Perumda Tirta Peusada's Water Tariff Determination in the Context of Sharia Economic Law

The main objective of the establishment of Perumda Tirta Peusada in East Aceh Regency is stated in Article 5 paragraph 2 of East Aceh District Qanun No. 7 of 2023, which is to ensure the availability of drinking water services that can fulfil the community's basic right to clean and safe water. This regional company is committed to continuously improving the coverage of drinking water services, so that more people can enjoy access to clean water, both in urban and rural areas. With this objective, Perumda Tirta

Peusada plays an important role in ensuring the availability of adequate water for all citizens of East Aceh Regency, which is a basic right in supporting a better quality of life.

In addition, Perumda Tirta Peusada also strives to realise quality drinking water management and services at affordable prices for the community. With efficient and transparent management, the company strives to maintain price stability so as not to burden consumers. Another goal is to provide benefits for the development of the regional economy, by maximising the potential of existing resources, and supporting the progress of East Aceh Regency through good corporate governance. With these steps, Perumda Tirta Peusada is expected to contribute to the welfare of the community and the sustainable development of the regional economy.

Regarding the determination of water tariffs, it is based on East Aceh Regent Regulation Number 1 Year 2022 with the following details:

GROUP	CLASSIFICATION	WATER METER CROSS-SECTIONAL LOAD 13 mm (½")	TARIF (IDR) CUSTOMISATION PLAN	
			0-10 m³	>10 m³
I	1. Public Hydrants	10.000	2.650	4.400
	2. Public Bathroom	10.000	2.650	4.400
	3. Place of Worship	10.000	2.650	4.400
	4. Orphanage	10.000	2.650	4.400
	5. Water Terminal	10.000	2.650	4.400
II	1. Household	10.000	4.400	5.200
	2. Foundation	10.000	4.400	5.200
	3. Public School	10.000	4.400	5.200
	4. Government hospitals	10.000	4.400	5.200
III	1. Government Installations	15.000	5.200	7.500
	2. Commerce	15.000	5.200	7.500
	3. Representatives of Foreign Countries/Foreign Institutions	15.000	5.200	7.500
IV	Specialised(outside of groups I, II,	The amount of the tariff is based on an agreement between the PDAM and the customer		

	and III)	

According to Mukhlis, the increase in water tariffs for Perumda Tirta Peusada is actually a step that must be taken to ensure the sustainability of clean water services in East Aceh District. One of the main reasons is the inevitable increase in operational costs, such as the cost of water treatment, infrastructure maintenance, and purchase of raw materials. On the other hand, it is also necessary to ensure that water quality is well maintained, so that the community continues to get safe and quality water. [46] The increase in water tariffs in East Aceh District is not proportional to the improvement in service quality, especially in terms of water supply, which is still problematic. Many residents complain that water often does not flow throughout the day, and some are even forced to buy gallon water for their daily needs. Some residents claimed that the water at home did not flow at all, sometimes it was also felt rather cloudy and while others had to rely on clean water stocks at relatives' homes because the water supply at their homes was off. Despite several reports to the PDAM, this problem continues without any significant improvement.[47]

This condition greatly disrupts the comfort of residents, especially at night when many need water for their daily needs. Neighbourhood residents feel overwhelmed by the ongoing water supply difficulties, and are eager for improvements in clean water services so that this problem does not continue.[48] The implementation of the new PDAM tariff policy in East Aceh District has been detrimental to customers, especially due to frequent interruptions in water distribution. Water only flows at night, and distribution often stops during the day, leaving customers feeling disadvantaged. For example, even though a customer's water consumption was recorded at only 7 cubic metres a month, the tari'f charged was still the same as for 10 cubic metres, at IDR 44,000. Even though water consumption does not reach 10 cubic metres, customers are still charged a flat rate of Rp 44,000, which is actually the price for 10 cubic metres of water. This means that customers have to pay for 3 cubic metres of water that they never use, which equates to an additional cost of around Rp 13,200. In other words,

[46] Mukhlis, Employee of Perumda Tirta Peusada, interview, on 10 October 2024.

[47] Ihsan Nazir, resident of Simpang Ulim sub-district, Simpang Ulim, interview, 26 September 2024.

[48] Ihsan Nazir, resident of Simpang Ulim sub-district, interview, 26 September 2024.

customers feel disadvantaged because they are still being charged for unused volumes of water, while the water supply is often not available as needed.[49]

The increase in water tariffs in Kabupaten Aceh Timur is considered to be disproportionate to the quality of service provided, especially in relation to the issue of frequently disrupted water supply. According to information from residents such as those expressed by Ihsan Nazir and Muhammad Yunus, who complained about the unstable water supply, it often turns off all day, and only flows at night. Despite reporting to the PDAM, this problem continues without a clear solution. In addition, the application of a tariff that continues to be charged for 10 cubic metres even though water usage does not reach this amount, makes customers feel disadvantaged, having to pay for water that they do not consume. This situation resulted in dissatisfaction among customers, who expected improvements in service and fairer tariffs.

The problem received a response from Perumda Tirta Peusada who explained that, regarding the water supply and the implementation of the new tariff, they fully understood the complaints submitted by the community. The applied tariff increase aims to cover operational costs that continue to increase, along with the management and maintenance of increasingly extensive infrastructure. However, Perumda realises that improving service quality, especially the supply of smoothly distributed water, is still a major challenge. Water distribution disruptions that occur, whether caused by capacity limitations or infrastructure damage, are indeed very disruptive to customer convenience. Perumda Tirta Peusada is working to improve the water distribution system, although the process takes time and a lot of investment.[50] Regarding the issue of tariffs that do not match the amount of usage, it could be due to several factors that can cause high water bills, including undetected leaks in the pipe installation at home, be it in the sink, bathroom, or other drains, resulting in unconscious water wastage. In addition, an increase in water usage that occurs due to out-of-the-ordinary activities, such as home renovations or the addition of family members, also affects the size of the bill. Other factors to consider are outstanding arrears, which are usually accompanied by penalties, as well as damage to the water meter due to lack of maintenance or the age of the meter, which eventually

[49] Muhammad Yunus, Resident of Pante Bidari Sub-district, interview, 26 September 2024.
[50] Mukhlis, Employee of Perumda Tirta Peusada, interview, on 10 October 2024.

requires replacement with a new water meter. All of these can lead to mismatches between usage and bills received by customers.[51]

The determination of water tariffs by Perumda Tirta Peusada in East Aceh District, although aimed at maintaining the sustainability of clean water services, shows the element of gharar or uncertainty in the context of Islamic economics. Gharar refers to uncertainty or vagueness in a transaction that may cause harm to one of the parties, in this case the customer. The tariff charged for 10 cubic metres even though most customers only use less than that amount, contains uncertainty that could harm customers. For example, a customer who consumes only 7 cubic metres of water is still charged the tariff that should be for 10 cubic metres. This results in the customer paying for 3 cubic metres of water that they do not use, which can certainly add to their burden. In Islamic economics, this uncertainty goes against the principles of transparency (*al-bayyinah*) and fairness (*al-'adl*), which require every transaction to be clear and not disadvantage either party.

Gharar is also evident in the uncertainty regarding the quality of service provided, especially the unstable water supply. Many customers complain that water distribution often stops or only flows at night. Although water tariffs have increased, there has not been a significant improvement in the quality of service commensurate with the price paid by customers. This adds to the uncertainty about what customers are actually paying for - they are paying for a larger volume of water, but not receiving a water supply that matches their payment. In this case, customers do not obtain benefits proportional to the price they pay, which also risks causing dissatisfaction and unfairness in the transaction relationship between customers and Perumda Tirta Peusada. In Islamic economics, this kind of uncertainty could be considered as a practice that does not comply with the principle of gharar, as there is no certainty regarding the amount and quality of water received by customers.

Therefore, to avoid the element of gharar, Perumda Tirta Peusada should be more transparent in tariff setting and ensure that the tariff charged is in accordance with the volume and quality of water actually used by customers. The implementation of fairer tariffs, accompanied by tangible improvements in the quality of water services, will create a more equitable

[51] Mukhlis, Employee of Perumda Tirta Peusada, interview, on 10 October 2024.

relationship and comply with the principles of Islamic economics that emphasise clarity, fairness, and transparency in every transaction.

Conclusion

Gharar in buying and selling refers to vagueness or uncertainty that can harm one of the parties in the transaction, whether related to the object, price, delivery time, or condition of the goods. Islam prohibits transactions that contain elements of gharar because they have the potential to cause losses, injustice, and disputes. Buying and selling practices that involve goods that do not exist, are unclear, or cannot be handed over, such as buying and selling foetuses, fish at sea, or goods of uncertain quality, are considered invalid in Islamic law. This prohibition aims to maintain justice and prevent exploitation in muamalah, as regulated in the Qur'an and the Prophet's hadith. The practice of setting water tariffs by Perumda Tirta Peusada in East Aceh Regency contains elements of gharar (uncertainty) in the context of Islamic economics. This is reflected in the application of tariffs that are not in accordance with the amount of water used by customers, such as tariffs that are still charged for 10 cubic metres even though the customer's water consumption is less than this amount. In addition, the often disrupted and unstable water supply, despite tariff increases, adds to the uncertainty regarding the quality of service customers receive. This uncertainty has the potential to harm customers, as they are paying for a volume and quality of water that they do not consume or receive, which is contrary to the principles of transparency and fairness in transactions.

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