

**NON-CASH AGREEMENT IN PURCHASING BUILDING
MATERIALS ACCORDING TO THE THEORY OF BAI' AL-DAIN
A Case Study in Pidie District of Aceh Province, Indonesia**

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Abstract

In cash sale and purchase transactions, the risk in this transaction could potentially harm the entrepreneur as the seller. Mainly due to the material price situation. Business actors will have difficulty redeeming goods from distribution parties, especially when material prices rise significantly, there is a chance of losses that can be caused by the buyer as a consumer not realising the agreement that has been made, such as paying off the price of building materials that have been purchased within the specified time period. This is a consideration for building material entrepreneurs to make agreements and agreements with buyers, namely by recording the identities of the parties involved, details about the building materials to be purchased, and payment terms, because many buyers do not pay according to what was agreed in the contract, and payment can be significantly delayed compared to the original contract, which can be detrimental to the entrepreneur. So, the author is interested in studying the agreement mechanism between the parties in the practice of buying and selling building materials in the district. Indra Jaya, the impact of the practice of cash buying and selling of building materials in Indra Jaya sub-district, and what is the perspective of the Bai' Al-Dain contract regarding the agreement agreed by the parties regarding the practice of buying and selling building materials on a cash basis

Keywords: Agreement, *Bai' Al-Dain* theory, Islamic economic law, and Pidie District



INTRODUCTION

Sale and purchase transactions can be carried out in various forms and can be modified according to the agreement of the parties, this can be done to meet the needs of the parties to the transaction. However, it is required that it does not conflict with the provisions of Shara'. One form of sale and purchase agreement that can be agreed upon by the seller and buyer is through non-cash sale and purchase transactions, which are generally carried out as a form of the seller's willingness to deliver the goods he sells to the buyer without direct payment at the time of taking the goods.¹ Typically, payment can be made in stages or all at once according to the agreement made by both parties at the time the agreement is made.

Conceptually, the sale and purchase transaction use the *bai' al-dain* pattern which has been ijtehadised by fuqaha as one of the transactions resulting from the development of the sale and purchase contract. In this *al-dain* sale and purchase, the seller allows the buyer to take the goods first even though payment has not been made in cash. So, in principle, this *al-dain* sale and purchase can be equated with a receivable contract made by the seller to the buyer as a debtor (*muqtharidh*). In this case, the seller will wait for payment from the buyer according to the agreed tempo or time to be paid or repaid by the buyer. The buyer must fulfil the conditions agreed with the seller for the relief he receives in paying off the payment price of the goods he bought in non-cash.²

In *fiqhiyyah*, the scholars have explained as a result of their ijtehad about the existence of this *al-dain* sale and purchase transaction as a form of convenience in payment received by the buyer from the seller. The scholars have several opinions about this sale and purchase of *al-dain*, the Hanafi school is of the opinion that debt is something that is *mal hukmi* (a form of property that cannot be seen), and is considered as property because of necessity and is considered a daily necessity.³

The majority of jurists from the Shafi'i, Maliki and Hanbali schools of thought regard *bai' al-dain* as an obligation that one must fulfil from one's wealth for reasons that establish it, based on the legal sources accepted by each school of thought.⁴

According to Wahbah Az-Zuhaili, *bai' al-bain* is done by someone who has receivables or someone who does not have receivables. In both situations, the sale

¹ Syifa Un Nafsi, Chairul Fahmi, and Riadhush sholihin, "THE VALIDITY OF USED GOODS AUCTION PRACTICES ON FACEBOOK PLATFORM," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (December 31, 2024): 622–43, <https://doi.org/10.22373/JURISTA.V8I2.195>.

² Wahbah Zuhaili, *Fiqh Islam Wa Adillatuhu*, Volume 5, (Jakarta: Darul Fikri, 2011), pp. 138.

³ Wafa' Muhammad 'Izzat al-Syarif, Nizam al-Duyun (Jordan: Dar al-Nafais, 2010), p. 190.

⁴ Nazih Hammad, *Qadaya Fiqhiyyah Mu'ashirah fi al-Mal wa al-Iqtisad* (Damascus: Dar al-Qalam, 2001), pp. 190.



and purchase of receivables can be done immediately or in cash, and it can also be done by payment with a delay in a certain period of time.⁵

Price differences between cash and non-cash transactions often occur in the community. Regarding this matter, there are some parties who determine non-cash buying and selling by adding a price to the transaction, but there are also some parties who do not add a price to the non-cash transaction, where the payment is determined according to the nominal value of the goods purchased.⁶

As the sale and purchase transaction of building materials that use a non-cash payment system in the process of purchasing goods. This system is an agreement between the seller and the buyer where both parties agree to the existing terms and the seller also gives full freedom to the buyer to choose between cash or non-cash transactions.

In the context of non-cash purchases of building materials, this refers to the reasons or factors that cause this non-cash payment method to be applied and agreed upon by building shop owners, especially for material buyers with a large number of orders. Non-cash transactions in non-cash purchases of building materials also follow the market mechanism so that sellers and buyers are willing to use the previously agreed system.

One of the main factors in this market mechanism is the setting of prices that go up and down as a result of demand or supply. If demand and supply are normal, the market will be stable, but if not, the market will be disrupted. Prices should not be interfered with, in an effort to establish a fair price in accordance with demand and supply in the market. In the Islamic concept, the interaction between demand and supply should be in accordance with the principle of mutual agreement, without any party feeling forced or unfairly disadvantaged at a certain price level.⁷

In non-cash buying and selling transactions, the risks in this transaction can potentially harm the entrepreneur as the seller. Especially due to the material price situation. The business will have difficulty redeeming goods from the distribution party, especially when the price of the material rises significantly, the opportunity for losses that can be caused by the buyer as a consumer not realising the agreement that has been made, such as paying off the price of building materials that have been purchased according to the predetermined time period. This is a consideration for building material entrepreneurs to make agreements and agreements with buyers, namely by recording the identity of the parties involved, details about the building

⁵*Ibid*, pp. 3404

⁶ Wahbah Zuhaili, *Fiqh Islam Wa Adillatuhu*, Volume 5, (Jakarta: Darul Fikri, 2011), pp. 138.

⁷ Sumarlin, *Islamic Economics An Approach to Microeconomics from the Perspective of Islamic Law*, pp. 176.



materials to be purchased, and the payment period. In this case, the trader is very concerned about the character and attitude of the buyer as an effort to avoid the risk of defaulting on payments made by the buyer, especially for large quantities of material.⁸

Based on the data obtained by the author from interviews conducted at Mulia Baru building material store in Indra Jaya sub-district regarding non-cash transactions in the purchase of building materials, there are requirements between sellers and buyers so that transactions run smoothly and safely. In Mulia Baru's non-cash purchase of building materials, there are several conditions that must be met as a seller, namely providing detailed invoices for each transaction and delivering goods on time, such as including details of goods, prices, quantities, payment terms on invoices, delivering materials on time, and ensuring goods arrive in good condition. However, these sellers do not apply price increases to buyers, so buyers continue to pay according to the nominal price of the material. Meanwhile, the requirements that must be fulfilled by the buyer are such as agreeing to the agreement provided by the seller and making timely payments in accordance with the agreed terms. Non-cash payments at Mulia Baru stores are usually made in instalments with a maturity of 1 to 6 months.⁹

Based on the results of interviews with the Usaha Baru shop, the purchase agreement by way of *cash tempo* is agreed upon by the buyer with several conditions that must be met by the party, namely with a minimum DP of 15%-20%, then the rest will be paid by the buyer in cash according to the deadline agreed upon at the beginning of the contract. For example, a buyer who buys goods with a nominal value of Rp. 5,000,000, and makes an initial payment with a nominal value of 20% of the total price of the goods purchased, then the buyer pays the rest with the agreed tempo. This *cash tempo* transaction at the New Business store has a significant difference with the usual *down payment* transaction, namely the New Business store focuses more on payment with a certain tempo by paying 20% of the total price, then the buyer only needs to pay the rest without any additional price. Whereas the usual *down payment* is more related to payment before the goods or services are received as a guarantee of the remaining payment, which may involve additional interest and administrative fees.¹⁰

⁸ 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 (May 30, 2023): 667-86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.

⁹ Interview with Junaidi, manager of Mulia Baru building material shop on 22 May 2024 in Indra Jaya Sub-district.

¹⁰ Interview with Mahdi, owner of the building material shop Usaha Baru on 6 June 2024 in Indra Jaya Sub-district.

According to the management of the Mulia Baru store, the agreement to purchase materials on a *cash* basis has certain consequences. Positively, this transaction is able to increase sales because it attracts customers who may not have enough cash, and can reach a wider market including large contractors who buy in bulk. Meanwhile, the negative impact is that buyers who do not pay on time make it possible for buyers to commit fraud, this causes default by buyers because making non-cash payments is not in accordance with the initial agreement. Defaults that are often experienced by sellers of building materials, namely when the buyer takes goods with a nominal value of Rp. 3,000,000, which is agreed to be paid within three months, the buyer should pay a nominal value of Rp. 1,000,000, per month, but the buyer delays payment until more than a few months of the agreed tempo at the beginning. From these risks, sellers are expected to set clear and firm terms, consider offering payment by *cash tempo*, check the buyer's previous *cash tempo* history, and build good relationships with buyers to increase trust and cooperation.¹¹

There is also a response from the New Business store regarding *cash tempo* transactions, the store thinks that this *cash tempo* transaction is a system that is often the choice of buyers, because it really helps buyers who lack the cost to make transactions in cash. However, there are also many buyers who do not pay according to the agreement that has been agreed upon at the beginning or even delay payment with a very long tempo from the initial tempo of the agreement so that it can harm the entrepreneur.¹²

From some of the responses of the shop above, there are also responses from buyers to *cash tempo* payments applied at building material stores. Like buyers at Mulia Baru and Usaha Baru stores think that *cash tempo* transactions on the purchase of building materials applied by the store are very helpful for buyers with large projects who have limited costs for taking large quantities of goods, because with *cash tempo* transactions, they can pay off the cost of taking goods after the project is completed in accordance with the agreement at the beginning with the seller. Then there are also those who think that the *cash tempo* transaction at this building material store is a payment system that is often the choice of buyers because it gives buyers time to prepare the costs to pay the instalments with a period of 1 - 6 months.¹³

¹¹ Interview with Junaidi, manager of Mulia Baru building material shop on 22 May 2024 in Indra Jaya Sub-district.

¹² Interview with Mahdi, owner of the building material shop Usaha Baru on 6 June 2024 in Indra Jaya Sub-district.

¹³ Results of an interview with Safri, a buyer at the building material shop Usaha Baru on 1 July 2024 in Indra Jaya District.

RESEARCH METHODS

In this study, the authors conducted research using a *normative sociological* approach, which is an approach that combines normative aspects (law as norms or rules) and sociological aspects (legal relations with society). This approach focuses on law as a set of rules that are written and formally applicable by analysing the interaction between law and society.¹⁴

The *normative sociological* aspect is used as an approach with the aim of examining the legal provisions on *cash tempo* agreements on non-cash purchases of building materials in Indra Jaya District, Pidie Regency based on the concept of *bai' al-dain*. With a *normative sociological* approach, the author's research analysis focuses on *cash tempo* agreements so as to provide a comprehensive perspective by combining *normative analysis* of the concept of *bai' al-dain* and the influence and impact in the social context so as to produce a deeper understanding of how it functions in realising and offering solutions for legal and policy improvements.

In a research, data sources are subjects or references used to obtain valid and objective data. This research uses two data sources as references to obtain accurate data regarding *cash tempo* agreements on the purchase of building materials in Indra Jaya District, Pidie Regency, including primary and secondary data. Primary data comes from field research, while secondary data comes from books, research results, journals, and other documents related to this research obtained by searching archives from various libraries. ¹⁵

The data collection technique that the author uses is in the form of interviews to obtain information or opinions related to cash tempo agreements on the purchase of building materials. Documentation is a data collection method carried out by examining or analysing documents that are not publicly published.¹⁶ In this research, the documentation data that the author examines is the agreement letter between the seller and the buyer regarding the *cash tempo* transaction, the invoice for the number of goods and the nominal value of the goods, where this data will be analysed in detail regarding the substantial problems in this research.

Data analysis aims to arrange data in a meaningful way so that it can be understood.¹⁷ The steps of data analysis in writing this scientific work include, first, describing the background of the problem related to *cash tempo* agreements on non-

¹⁴ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

¹⁵ Bambang Sunggona, *Legal Research Methods*, (Jakarta: Rajawali Pers, 2009), p. 38. 38.

¹⁶ Sanafiah Faisal, *Qualitative Research*, (Malang: Y A3, 1990), p. 77.

¹⁷ Syafrizal Helmi Situmorang and Muslich Lutfi, *Data Analysis for Management and Business Research*, (Medan: USU Press, 2014), p. 9. 9.



cash purchases of building materials in Indra Jaya District, Pidie Regency according to the concept of *bai' al-dain*. Furthermore, determining the main issue, the purpose of the discussion, and the methods used in this research. Second, explore and explain the theories related to non-cash buying and selling. Finally, finding a solution to the main issue of research based on the *cash tempo* agreement on non-cash purchases of building materials in Indra Jaya District, Pidie Regency according to the concept of *bai' al-dain*. From these steps of analysis, the author draws conclusions that conclude this research.

RESULTS AND DISCUSSION

A. Mechanism of *Cash Tempo* Agreement on the Practice of Buying and Selling Building Materials in Indra Sub-District

In the practice of buying and selling, an agreement made by both parties is very important, both sellers and buyers. An agreement is a moment a person commits to be bound by another person. The agreement contains pre-agreed agreements, namely the rights and obligations of the parties involved, both in written and oral form.¹⁸

Payment of *cash maturity* on the purchase of building materials is very convenient for buyers because they have more time to complete payment for the goods purchased compared to the cash payment system. However, the specified time period is not as long as the loan repayment. This is the reason or factor why this *cash tempo* payment method is chosen and agreed upon by the buyer, especially material buyers with large orders. Therefore, consumers who choose to pay by *cash tempo* must agree to the agreement made by the building material store. However, many buyers do not pay as agreed in the contract, and payments can be significantly delayed compared to the original contract, which can be detrimental to the entrepreneur.¹⁹

Purchasing building materials on a *cash* basis in Indra Jaya kec. can be detrimental to some stores. Mulia Baru store has a risk that can harm the entrepreneur as a seller, mainly due to the material price situation. This is taken into consideration when the building material store enters into a contract or agreement with the buyer, including by recording the identity of the parties involved, details of the building materials purchased, the price of the material that has been determined, the payment period to be completed, and the buyer is ready to accept fines for buyers who do not complete the payment according to the tempo agreed upon at the beginning with the

¹⁸ Budiman N.P.D Sinaga, *Agreement Law and Dispute Resolution from the Secretary's Perspective*, (Jakarta: Raja Grafindo Persada, 2005), p. 12. 12.

¹⁹ Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

store. In purchasing building materials at Mulia Baru store on a *cash* basis, the seller does not require an initial payment as a down payment, but the buyer only pays for the total goods purchased according to the time period agreed upon at the beginning with the seller. The payment period is usually made in instalments of 1 to 6 months. For example, a buyer who buys materials with a total price of Rp3,000,000 by choosing a payment period of 6 months, where the buyer only needs to pay the seller Rp500,000 every month without additional prices.²⁰

Then, the *cash tempo* agreement contract at the Usaha Baru shop agreed upon by both parties is a minimum down payment of 15-20% and then the rest is paid in cash by the buyer within the agreed period at the beginning of the contract and after that the seller will give a receipt to the buyer as proof of having paid an advance payment. For example, a buyer purchases goods with a nominal value of Rp6,000,000 and makes an initial payment of 20% of the total price of the goods purchased, which is Rp1,200,000. The buyer then pays the remaining amount at the agreed time. The *cash* payment transaction at Toko Usaha Baru differs significantly from the regular deposit transaction. In other words, Toko Usaha Baru focuses on payment in stages by paying 20% of the total price, after which the buyer only has to pay the price, with no additional fees.²¹

B. The Impact of *Cash Tempo* Transactions on the Purchase of Building Materials in Indra Jaya Sub-district

One way to fulfil life's needs is through trade or buying and selling activities. In this process, it is important that there is a mutually beneficial interaction between the seller and the buyer. Buying and selling can be defined as the exchange of goods or services for money, or giving something to another party in the hope of getting something in return. All these transactions are based on mutually beneficial agreements and usually take place in a positive atmosphere.²² However, buying and selling also has some consequences or impacts that can be both positive and negative.²³

Consequences in business are the direct or indirect impacts of every decision

²⁰ Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

²¹ Interview with Mahdi, owner of the building material shop Usaha Baru on 29 December 2024 in Indra Jaya Sub-district.

²² Chairul Fahmi and Peter-Tobias Stoll, "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia," *BESTUUR* 12, no. 2 (December 31, 2024), <https://doi.org/10.20961/BESTUUR.V12I2.94203>.

²³ Siti Choiriyah, *Muamalah: Buying and Selling and Other than Buying and Selling*, (Surakarta: CDAQ STAIN Surakarta, 2009), pp. 91.

and action taken in running a business. Every choice, whether big or small, has the potential to bring diverse outcomes, ranging from financial gains to significant losses. These consequences can be internal, such as affecting organisational structure or company culture, or external, such as the impact on brand reputation, customer relationships, or even the company's position in the market. Therefore, a deep understanding of potential consequences is key in making strategic and sustainable business decisions.²⁴

The sale of building materials on a *cash* basis at both Mulia Baru and Usaha Baru stores is an increasingly common practice in the community, providing convenience for buyers but also causing a number of consequences for both sellers and buyers.²⁵

Based on the results of interviews conducted by the author, one of the most significant impacts of *cash* sales at Mulia Baru store is the possibility that the buyer cannot fulfil the payment obligation within the agreed period. If the buyer fails to pay, the store has the potential to experience significant financial losses, especially if the goods have been delivered without payment guarantee. The shop may also find it difficult to repurchase goods from the vendor, especially if the price of materials increases significantly. If the buyer as a consumer does not fulfil the contract for the purchase of building materials and others within the specified timeframe, losses may occur.²⁶

Meanwhile, the impact that will be received by buyers at Mulia Baru stores usually have to pay the additional price given by the store because making payments is not in accordance with the tempo agreed at the beginning with the store, and most likely the buyer will be rejected by the store if at any time they want to make another *cash* payment at the store.²⁷

According to the New Business store, this *cash tempo* transaction has certain impacts, both positive and negative. The positive is that this cash tempo transaction really helps buyers who lack the money to make transactions in cash. While the negative impact is in the form of very many buyers who do not pay off payments in accordance with the agreed agreement, even delaying payments with a very long

²⁴ Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia."

²⁵ Chairul Fahmi et al., "The State's Business Upon Indigenous Land in Indonesia: A Legacy from Dutch Colonial Regime to Modern Indonesian State," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 3 (August 24, 2024): 1566–96, <https://doi.org/10.22373/SJHK.V8I3.19992>.

²⁶ Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

²⁷ Results of an interview with Darmadi, a buyer at Mulia Baru building material shop on 28 December 2024 in Indra Jaya District.

tempo from the tempo at the beginning of the agreement with the shop.²⁸

There is also a response from buyers at the Usaha Baru shop about *cash* transactions at this *tempo* having a positive impact on buyers with large projects who are short of costs for taking large quantities of goods, so they can pay off the payment after the project is completed.²⁹

C. Perspective of Akad *bai' al-dain* on the Agreement Agreed by the Parties in the Practice of Selling Building Materials by *Cash Tempo*

Humans as social creatures need other people to fulfil their needs. This means that everyone needs to live together with the people around them. The all-merciful and all-knowing God gave a gift to humans by creating the universe for them.³⁰

One of the wisdoms of the revelation of Islamic law is to maintain justice and benefit among mankind. In addition, a virtue of Islamic law is its attention to humans in matters of buying and selling so as not to fall into things that can harm the unity of the people in the future. So wide is the scope of muamalah that makes the scope of muamalah not only in terms of buying and selling, but also discusses agreements or contracts in terms of helping each other such as debt and credit.³¹

In the Islamic concept, debt and credit is a contract that contains the value of *ta'awwun* (helping each other). Thus, debt and credit can be regarded as social worship, which in the Islamic view also requires its own portion. Debt and credit also have tremendous value, especially in helping others who happen to be economically disadvantaged or in need.³²

Bai' al-dain in the modern context is a financing agreement for the sale and purchase of goods that includes the issuance of debt securities or other financial instruments based on a pre-agreed price. This type of financing is short-term, i.e. less than one year, and only includes financial instruments that have a good investment rating.³³

²⁸ Interview with Mahdi, owner of the building material shop Usaha Baru on 29 December 2024 in Indra Jaya Sub-district.

²⁹ Results of an interview with Safri, a buyer at the New Business building material shop on 29 December 2024 in Indra Jaya District.

³⁰ Umi Hani, *Fiqh Muamalah*, (Banjarmasin: Muhammad Arsyad Al-Banjary Islamic University of Kalimantan, 2021), p. 40. 40.

³¹ Ismail Pane, Hasan Syazali, et al, *Contemporary Fiqh Muamalah*, (Muhammad Zaini Publishing Foundation, 2022), pp. 129-130.

³² *Ibid*, p. 74

³³ Abdul Azis Ramdanyah, "The Essence of Debt in the Concept of Islamic Economics", *Journal of Islamic Business and Management*, Vol. 4, No. 1, 2016, p. 125. 125.

Akad *Bai' al-Dain* or sale and purchase of debt is a concept in Islamic law that is relevant to be studied in the context of the practice of buying and selling building materials on a *cash* basis. This Akad is basically a sale and purchase transaction in which the object being traded is debt. In the practice of buying and selling building materials with a *cash tempo* system, there is often an agreement between the seller and the buyer regarding the payment period. The buyer is given a certain deadline to pay off the purchase.³⁴

The important stipulation in the sale and purchase contract is the willingness of both parties. Although willingness is an inner and invisible aspect, an indication is needed to confirm it. These indications can be in the form of *ijab* and *qabul*. Such as the seller saying "I sell" and the buyer "I accept", as well as through the act of giving each other goods and money. In the digital context, willingness can also be expressed through written communication, provided that there is no element of fraud or coercion.³⁵

Regarding the agreement agreed upon by the parties in the practice of buying and selling building materials on a *cash* basis in Indra Jaya Sub-district, it varies. At the Mulia Baru shop, the agreement is to record the identity of the parties involved, details of the building materials purchased, the price of the material that has been determined, the payment tempo to be chosen, for example 3 months, where the buyer must pay off the payment within that time. But not a few of the buyers violate the agreement, which can cause losses for the Mulia Baru shop. Meanwhile, at the New Business store, the store requires buyers to provide a down payment to make *cash tempo* transactions. And the buyer must be prepared to accept a fine if he does not complete the payment according to the tempo agreed upon at the beginning with the shop.

In Islam, it has been explained that it does not allow buying and selling practices that harm one party, contain elements of uncertainty, and other things that are not in accordance with economics in Islam. As explained in Al-Quran surah An-Nisa (4) verse 29:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونَ تِجْرَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ
أَلَّهُ كَانَ بِكُمْ رَحِيمًا

³⁴ Y. Sonafist, Debt and Credit in Fiqh Perspective, *Jurnal Islamika*, Vol. 15 no. 1, 2015, p. 115.

³⁵ Abdul Rahman Ghazaly, Ghufron Ihsan, Sapiudin Shidiq, *Fiqh Muamalat*, (Jakarta: Prenada Media Group, 2010), pp. 129-130.

Meaning: "O you who believe, do not eat of one another's wealth by unlawful means, except by way of mutual trade between you. And do not kill yourselves; surely Allah is Most Merciful to you". (Q.S An-Nisa verse 29)

On the other hand, the agreement agreed upon by the parties in the practice of buying and selling building materials a *cash* basis in Indra Jaya Sub-district is permissible in Islam, because there is mutual consent between the two parties to the transaction.³⁶ And for this agreement, all consequences must also be accepted by both parties, both the shop and the buyer, in the form of violating the payment tempo of the buyer and adding prices for buyers who pay not according to the predetermined tempo.

Islam places great emphasis on justice in all aspects of life, including in buying and selling transactions. However, the concept of willingness from both parties is often debated in the context of transactions that may harm one of the parties. Islam does not absolutely prohibit transactions that may harm one party if both parties are willing. However, there are limitations that must be considered, such as no elements of fraud or coercion, both parties must have sufficient information about the value of the goods, and the transaction must not conflict with broader values of justice.³⁷

Islam as a universal and comprehensive religion is present to regulate human life in various dimensions, including spiritual and material. This means that Islam does not only focus on creed, but also includes political, social, cultural and economic systems that are relevant for all humanity. As a complete guide to life, Islam integrates the teachings of creed and sharia, encouraging its followers to apply its principles in all aspects of life. Thus, economic activities in Islam must be based on transactions that are in accordance with Islamic values, thus creating the welfare of individuals and society as a whole.³⁸

Wahbah Az-Zuhaili in Tafsir Al-Munir emphasises that both cash and non-cash transactions have benefits and justice.³⁹ He reminds us that individuals who

³⁶ Muhammad Achyar, Chairul Fahmi, and Riadhush Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (December 30, 2024): 288–308, <https://doi.org/10.22373/AL-MUDHARABAH.V5I2.6545>.

³⁷ Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1–23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

³⁸ Umi Hani, *Fiqh Muamalah*, (Banjarmasin: Muhammad Arsyad Al-Banjary Islamic University of Kalimantan, 2021), pp. 74-75.

³⁹ 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 (June 30, 2024): 1–12,

are commanded to give alms and loans without interest should manage their wealth through trade and keep it from being lost. Az-Zuhaili also highlights the importance of recording transactions to protect the rights of both parties and prevent losses due to setbacks. This has been explained in Q.S. Al-baqarah verse 282:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدِينٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

Meaning: "O you who believe, when you do business not in cash for a fixed time, you should write it down. And let a writer among you write it down correctly" (Q.S. Al-Baqarah verse 282).

This verse provides guidance on the procedure of muamalah in non-cash transactions. The benefit of this rule is to maintain the security of transactions by recording them and providing collateral. This verse reflects the value of compassion and mutual help between people, which is opposite to the practice of usury. The laws governing cash and non-cash transactions contain wisdom in the form of benefit and justice.

CONCLUSIONS

Based on the description as described above, in the purchase of building materials on a *cash tempo* basis in Indra Jaya Sub-district at Mulia Baru store on a *cash tempo* basis, the store stipulates an agreement that will be fulfilled by the buyer, namely the tempo agreement that will pay the total price of the goods purchased and agree on a predetermined price. Meanwhile, the agreement stipulated at the Usaha Baru shop is in the form of submitting an advance payment at the beginning to the shop of 15-20% of the price of the goods to be purchased at *cash tempo* and the buyer who must be prepared to accept fines from the shop if he is late in making the agreed payment at the beginning.

In addition, the practice of buying and selling in *cash at this tempo* also has consequences for the parties, both the shop and the buyer. For the shop, the consequences that will be received in the form of losses and the store's cash system becomes unstable due to buyers who do not agree to the agreement that was made at the beginning, where the buyer is late paying the total price of goods that have passed the time given by the store. Meanwhile, the consequences received by the buyer are the stipulation of an agreement that must be fulfilled which is

burdensome for the buyer, such as having to be prepared to receive a fine if the payment tempo is late which will be determined by the store.

On the other hand, if it is related to the concept of *bai' al-dain*, the agreement agreed upon by the parties in the practice of buying and selling building materials on a *cash* basis at Kec. Indra Jaya is allowed, even though there is a disadvantage for one party. This is because this transaction is carried out with the willingness of both parties, but there are still limitations such as the absence of fraud and there is no element of coercion for one of the parties to the transaction. Islam does not absolutely prohibit transactions that may harm one party if both parties are willing. However, there are limitations that must be considered, such as no elements of fraud or coercion, both parties must have sufficient information about the value of the goods, and the transaction must not conflict with broader values of justice.

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