

THE LAW OF BUYING AND SELLING COFFEE GAYO WITH *BA'I BITSAMANI'AJIL* SYSTEM: Study of Fatwa DSN No.110/DSN-MUI/IX/2017

Linda Fitriani

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: 180102022@student.ar-raniry.ac.id

Abstract

This article aims to investigate how Islamic law perceives the sale and purchase of coffee using the *ba'i bitsamani'ajil* system in Celala District, Central Aceh Regency. This research uses the type of field research (field research). The data collection techniques in this study are: Observations and interviews conducted with *toke*/agents (coffee buyers) and farmers (coffee sellers). Sources of information from primary data obtained from sellers and farmers/buyers. In contrast, secondary data is obtained from archival documents, articles, books and other sources that have been published to gain knowledge and can achieve valid results. The results of research on buying and selling coffee using the *ba'i bitsamani'ajil* system in Celala District, Central Aceh Regency, conducted by local residents, indicate that several factors encourage payment with the *ba'i bitsamani'ajil* system or deferral. The second factor is the buyer's (collector) desire for coffee, where some of the funds are not yet available on that day. However, in this case, it was discovered that some buyers failed to pay according to the initial agreement. In Islamic law, the practice of buying and selling coffee beans with payment through the *ba'i bitsaman ajil* system has fulfilled the pillars and conditions of *bai' bitsaman ajil*, which have been regulated in *shara'* (Islamic law). Still, it can turn invalid if, in practice, it is not fulfilled (denied) when the agreement has not been completed and can harm fellow parties, as explained in QS. An-Nisa': 29, which explains that it is forbidden to eat wealth, seeking wealth through means that Sharia does not justify

Keywords: *Ba'i Bitsamani' Ajil*, Coffee Sale and Purchase, Islamic Law and Gayo land



Abstrak

Artikel ini bertujuan untuk mengetahui bagaimana pandangan hukum Islam terhadap jual beli kopi dengan sistem *ba'i bitsamani'ajil* di Kecamatan Celala Kabupaten Aceh Tengah. Penelitian ini menggunakan jenis penelitian lapangan (field research). Adapun teknik pengumpulan data dalam penelitian ini adalah: Observasi dan wawancara yang dilakukan kepada toke/agen (pembeli kopi) dan petani (penjual kopi). Sumber informasi dari data primer diperoleh dari penjual dan petani/pembeli. Sedangkan data sekunder diperoleh dari dokumen arsip, artikel, buku-buku dan sumber-sumber lain yang telah dipublikasikan untuk memperoleh kebenaran suatu pengetahuan dan dapat mencapai hasil yang valid. Hasil penelitian dalam jual beli kopi dengan sistem *ba'i bitsamani'ajil* di Kecamatan Celala Kabupaten Aceh Tengah yang dilakukan oleh sebagian masyarakat ada beberapa faktor yang mendorong pembayaran dengan sistem *ba'i bitsamani'ajil* atau penangguhan. Faktor yang kedua adalah keinginan pembeli (*pengumpul/toke*) kopi yang mana sebagian dananya belum tersedia pada hari itu juga, namun dalam hal ini ditemukan beberapa *toke* tidak membayar sesuai dengan kesepakatan awal. Dalam hukum Islam, praktik jual beli biji kopi dengan pembayaran dengan sistem *ba'i bitsamani'ajil* ini telah memenuhi rukun dan syarat *bai' bitsaman ajil* yang telah diatur dalam syara' (hukum Islam) namun dapat berubah menjadi tidak sah apabila dalam praktiknya tidak terpenuhi (*diingkari*) ketika perjanjian belum selesai dan dapat merugikan sesama pihak. Dimana telah dijelaskan dalam QS. An-Nisa': 29 yang menjelaskan bahwa dilarang memakan harta, mencari harta dengan cara yang tidak dibenarkan oleh *shara'*.

Kata Kunci: *Ba'i Bitsamani' Ajil*, Jual Beli Kopi, Hukum Islam dan Tanah Gayo

INTRODUCTION

Humans are social creatures who cannot live alone, as their nature is to be social creatures, so that every human being needs another human being, to regulate the association of human life as social creatures. Allah SWT provides provisions regarding rights and obligations so that order in society can be achieved, as rights and obligations are interrelated. Then with these rights and obligations, Allah SWT created muamalah activities to help human life on earth.

Muamalah is the exchange of goods or something useful in a predetermined manner, such as renting, buying, selling, lending, borrowing, and so on. By engaging in muamalah, humans can fulfil their needs by acquiring, managing, and developing property. However, humans, especially Muslims, do not allow the owner of free property to get their property except



using commerce, and in carrying out commerce must pay attention to the rules in Islam that have been established by Allah SWT to fulfil their lives both using *bermuamalah* and others, because halal sustenance can bring many benefits in life.¹

One form of muamalah activity is the buying and selling of goods and services. A sale and purchase is an agreement to exchange objects or goods that have value voluntarily between the two parties, one receiving objects and the other receiving them following the agreement or conditions that have been justified by Shara' and agreed upon.² In the sense that the buyer must submit part of the price for the object of the transaction and is entitled to get the goods. Meanwhile, the seller is obliged to deliver the goods and is entitled to receive money as compensation for the goods that have been delivered.³ Of course, buyers are commonly referred to as consumers, while sellers are typically considered business actors. Between business actors and consumers are two parties that need each other. Consumers need goods and services from business actors, and business actors need consumers to purchase the goods or services they provide. In addition, Islam has also emphasised that buying and selling can be considered valid if the necessary pillars and conditions are fulfilled, both in relation to the person who will enter into the contract, as well as the object being traded. If one of the pillars or conditions is not fulfilled, the sale and purchase is considered invalid or void.⁴

As for the fiqh rules regarding muamalah activities related to human life, this refers to:⁵

الأصل في المعاملات الإباحة إلا أن يدل دليل على تحريمها.

This means: "Basically, all forms of muamalah may be carried out unless there is evidence that forbids it."

In *fiqh* rules, the fundamental law in economics (muamalah) is permissible, unless there are arguments that prohibit it. Therefore, to engage

¹ Rachmat Syafe'I, *Fiqh Muamalah*, cet- 10, (Bandung: Pustaka Setia, 2001), pp. 16

² Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: PT Raja Grafindo Persada, 2002), pp. 68

³ Yazid Affandi, *Fiqh Muamalah*, (Yogyakarta: Logung Pustaka, 2009), p. 54. 54.

⁴ Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

⁵ Fatwa of the National Sharia Council-Majelis Ulama Indonesia (DSN-MUI) Number 110 of 2017.



in muamalah activities, certain things need to be realised, which are allowed and prohibited so that no party is harmed.⁶

In the implementation of buying and selling, one must pay attention to the rules that have been established in Islam, so that in seeking profit, it is not done by justifying all kinds of ways. Honesty is something that must be considered, and fraud or manipulation must be avoided, particularly in transactions involving goods or prices.⁷

The practice of buying and selling is one of the economic activities that plays an essential role in people's lives. In the Islamic context, buying and selling transactions are regulated by ethical principles that aim to create justice, honesty, and blessings in every trading activity. One of the critical principles in Islamic business ethics is information disclosure, including the disclosure of the price of goods sold. This aims to avoid the practice of manipulation, gharar (uncertainty), and maysir (speculation) that can harm one of the parties in the transaction.⁸

Bai' bi al-taman al-'ajil is a form of sale and purchase where payment is deferred or made in instalments, meaning that the seller delivers the goods to the buyer in need, but payment is delayed or not made in cash until a specified time. Sometimes, the seller only accepts a down payment, but the total purchase price is deferred. Alternatively, the seller may not accept a down payment, but the entire purchase price is deferred or postponed.⁹

The VOC first introduced coffee plants in Indonesia between 1696 and 1699. Initially, coffee planting was a trial-and-error process. However, because the results were satisfactory and considered quite profitable as a trade commodity, the VOC spread coffee seeds to various regions, allowing people to plant them. This led to the establishment of large plantations, and eventually, coffee plants spread to Lampung, West Sumatra, North Sumatra,

⁶ Muhammad Azrial Aksar and Muhammad Iqbal, "REWARD SYSTEM FOR ACHIEVING MARKETING TARGETS ACCORDING TO ISLAMIC ECONOMIC LAW: A STUDY ON PT FIF BANDA ACEH INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (November 19, 2024): 454-77, <https://doi.org/10.22373/jurista.v8i2.171>.

⁷ Enizar, *Economic Hadith*, (Jakarta: Rajwali Per, 2013), p. 159.

⁸ 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 (October 1, 2021): 126-46, <https://doi.org/10.22373/jurista.v5i2.11>.

⁹ Rifqi Nurdiansyah et al., "Implementation of Bai' Bitsaman Ajil in Islamic Law Review (Case Study of Bmt Sidogiri)," *Tabarru' Journal: Islamic Banking and Finance* 4, no. 2 (2021), p.33.



South Sumatra, and other regions in Indonesia.¹⁰

Central Aceh is an area with diverse livelihoods, including coffee farming, which is a primary source of income for many residents. The region's extensive plantation areas are primarily coffee plantations. One of the things that coffee farmers do is harvest coffee fruit. Coffee farmers usually harvest it every day, little by little, because the coffee fruit at that time is not dense. Still, if it is in the season of coffee beans the farmer will pick or harvest the coffee using a wholesale system or hire people as coffee picking labourers, after choosing the coffee will be sold directly (*gelondong*) or sorted with a machine for the process of separating the beans from the coffee skin so that they become coffee beans which the farmer will then sell to the coffee bean buyer (*toke/coffee collector*).¹¹

Farmers sometimes sell the coffee beans waiting for a large amount of coffee first or some are still a little directly sold because everyone's needs are different, not a few of the farmers sell coffee fruit that has been processed into coffee beans, especially those in Celala District, Central Aceh Regency, this is because the price of red coffee fruit (*gelondong*) is cheaper when compared to coffee beans after processing. Some of the farmers sell coffee beans with a lot of results (the amount of money at the time of totalling), for example, farmers sell 100 *cans* of coffee (1200 kg) and get money of Rp. 16,000.000 but not all are immediately paid in cash, but using payment by '*ajil* (tough or gradual) with an agreement between the seller and the collector with proof of a note where every coffee seller wants to take the remaining money must bring evidence, namely the note given by the *toke* at the time of sale of coffee and can be taken at any time or there is an agreement on the time of collection which is all of course under the agreement between the seller and the coffee buyer (*toke*). The agreement between the seller and the buyer is done verbally only, and some are written on a note, which the coffee seller holds. The agreement between the two parties is based on mutual trust and willingness.¹²

¹⁰ Sri Najiyati and Danarti, *Coffee Cultivation and Post-harvest Handling*, (East Jakarta: Penebar Swadaya, 2006), pp. 2

¹¹ 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>.

¹² Ronal Agusmi et al., "The Implications of Repealing The Law of Mandatory Company Registration on The Company Legality After The Enaction of Indonesia's Job Creation Law," *Syariah: Jurnal Hukum Dan Pemikiran* 22, no. 1 (June 25, 2022): 109-22, <https://doi.org/10.18592/sjhp.v22i1.6485>.



But humans are human beings who certainly do not escape an error, sometimes if the sale and purchase is not carried out with honesty, and does not comply with the pillars and conditions that have been determined by shara', then it is feared that unwanted things will happen both in this world and in the hereafter, such as the purchase of coffee with payment there is a discrepancy with the initial contract or initial agreement, namely the money promised to be paid tomorrow is not carried out. It is feared that the end result of this problem is that the seller's money is taken away by the coffee trader, who is not trustworthy in an agreement/contract, thereby being detrimental to coffee farmers and coffee farm labourers who have not been paid.¹³

Therefore, this study aims to gain a deeper understanding of bai' bi al-tsaman al-'ajil, or gradual payment, in the sale and purchase of coffee, and to analyse how Islamic law views the sale and purchase of coffee within the *bai' bi al-tsaman al-'ajil* system in Celala District, Central Aceh Regency.

RESEARCH METHODS

The type of research used is *field research*, where researchers conduct direct observations in the field to gather the necessary data.¹⁴ This research employs a descriptive-analytic approach, which involves examining a problem objectively by revealing, describing, and analysing it from the perspective of the object under investigation.¹⁵ In this research, researchers use descriptive analysis to interpret the data obtained through interviews, observation and documentation.¹⁶

This research will describe how the law of buying and selling coffee with the bai' bitsamani'ajil system in Celala District, Central Aceh. The data source used in this research is primary data. Primary data is original or raw data directly obtained from data sources during field research, such as direct

¹³ 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 (July 23, 2023): 28–39.

¹⁴ Lexy J. Moleong, *Qualitative Research Methods*, (Bandung: PT. Remaja Rosda Karya, 2001), pp. 3.

¹⁵ Hadari Nawawi, *Social Field Research Methods*, Mould VI. (Yogyakarta: Gajah Mada University Press, 1998), p. 31.

¹⁶ 2003037702 Muhammad Siddiq Armia, *Penentuan Metode Pendekatan Penelitian Hukum* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), <https://repository.ar-raniry.ac.id/id/eprint/22862/>.



interviews with sellers and buyers.¹⁷ Secondary data is supporting data derived from various sources, including writings, journals, proposals, theses, and other materials, used to strengthen the results of analyses originating from print media and the internet.¹⁸ Researchers use this data as supporting data related to the relevant content under study.

Data analysis is conducted after observations and interviews in the field. Qualitative data analysis is then carried out interactively and continues until the data is saturated.¹⁹ After the data is collected, it will be processed and analysed based on the formulation of the problem that has been applied, so that a clear picture can be obtained. Analysing this data using the descriptive analysis method, which is used to describe and explain the law of buying and selling coffee with the *ba'i bitsamani'ajil* system in Celala District, Central Aceh. Then in the way of drawing conclusions on quantitative data, researchers use the deductive method, which is a method that departs from general knowledge about a phenomenon (theory) and starts from that general knowledge to assess things that are special.²⁰

RESULTS AND DISCUSSION

A. Definition of *Bai' Bi Al-Tsaman Al-'Ajil*

In fiqh terminology, buying and selling is called *al-ba'i*, which means selling, replacing, and exchanging something for something else. Lafal *al-ba'i* in fiqh terminology is sometimes used for its opposite meaning, namely the lafal *al-Syira*, which means buying. Thus, *al-ba'i* means both selling and buying or buying and selling.²¹

Buying and selling involve exchanging one thing for another. Whereas, based on the opinion of the term is to exchange property for property based on the ways that have been stipulated - *shara'*. The law of buying and selling is *halal* or permissible. In the Book of *Kifayatul Ahyar*, the definition of buying and

¹⁷ Beni Ahmad Sarbani, *Legal Research Methodology*, (Bandung: Pustaka Setia, 2008), p. 158. 158.

¹⁸ Sugiyono, *Research Methods*, (Bandung: Alfabeta, 2004), pp. 13.

¹⁹ Sugiyono, *Quantitative, Qualitative, and R&D Research Methods*, (Bandung: Alfabeta, 2016), pp. 138.

²⁰ Saifuddin Azwar, *Research Methods*, cet. Ket-1, (Yogyakarta: Pustaka Pelajar, 1999), p. 40.

²¹ Mardani, *Fiqh of Sharia Economics*, (Jakarta: Kencana, 2012) p.101



selling based on linguistic opinion is: "giving something because there is a gift (certain rewards)"²²

According to the Hanafiah, the definition of buying and selling (*al-bay*) is the exchange of property or something that is desired with something commensurate through specific practical means. As for the Malikiyah, Shafi'iyah, and Hanabilah, the sale and purchase is the exchange of property for property, in the form of a transfer of ownership. And according to paragraph 2 of the Compilation of Sharia Economic Law, *ba'i* is buying and selling between objects and objects, or exchanging objects for money.²³

According to terminology, buying and selling refer to the exchange of goods for goods or goods for money, accompanied by the transfer of property rights from one party to another on the basis of mutual consent. Buying and selling can also be interpreted as a form of ownership, where objects are exchanged according to the rules of Shara. Or exchange goods for other goods in another special way (allowed).²⁴

Based on some of the definitions above, we can understand that buying and selling is the exchange of property or goods (in a broad sense) based on mutual willingness or the exchange of an object carried out between two parties with the agreement of a particular contract on a consensual basis. So, it cannot be concluded that buying and selling is an exchange of property or goods on a consensual basis. However, buying and selling also have limitations, including that the substance must be halal, the process must be correct, and a contract must be in place. In other words, buying and selling is a practical transaction contract that can be done easily by anyone. Because, in essence, buying and selling are processes carried out voluntarily between sellers and buyers, with the aim of benefiting both parties. Buying and selling activities occur at any time without knowing the limits or time.²⁵

Bai' bitsaman ajil consists of three words. The word *ba'i* means sale and purchase, *tsaman* means price, while *'ajil* means deferment. So *bai' bitsaman ajil* is a sale and purchase where the money is given and then deferred.²⁶ According to

²² Akhmad Farroh Hasan, *Fiqh Muamalah from Classic to Contemporary*, p.29

²³ Mardani, *Fiqh of Sharia Economics*, (Kencana Prenada Group, 2013) vol-1 p.101

²⁴ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Raja Grafindo Persada, 2002), 67

²⁵ Chairul Fahmi et al., "Defining Indigenous in Indonesia and Its Applicability to the International Legal Framework on Indigenous People's Rights," *Journal of Indonesian Legal Studies* 8, no. 2 (November 8, 2023): 1019-64, <https://doi.org/10.15294/jils.v8i2.68419>.

²⁶ Ascarya, 2008, *Akad and Product of Syari'ah Bank*, Jakarta: PT Raja Grafindo Persada.



Muhammad Yasir Yusuf, *bai' bitsaman ajil* is the sale and purchase of something by hastening the delivery of the goods and deferring the payment until the period agreed upon by both parties, where the payment is made in instalments either monthly or annually following a specific period. While Muhammad defines *bai' bitsaman ajil* as selling something at the original price, then adding a profit margin agreed by both parties and paid on credit.²⁷

Ba'i *bitsaman 'ajil* is known as a deferred sale, which is selling something with the immediate delivery of the goods sold to the buyer and deferred payment. In terms of its form, this sale differs from *ba'i al-salam*, where payment is made in cash, but delivery of the goods is delayed.²⁸

From some of the above definitions, it can be concluded that *ba'i bitsaman 'ajil* is a form of buying and selling with a deferred payment. In a sense, the goods are delivered first to the buyer, and then the payment is made in instalments or according to a mutually agreed-upon agreement.

B. Legal Basis Ba'i Bi Al-Tsaman Al-'Ajil

1. The Qur'an

The legal basis of *ba'i bi al-tsaman al-'ajil* is not explained explicitly in the Qur'an. Still, it is guided by the fundamental law of buying and selling, as outlined in the generality of verses about buying and selling contained in Surah Al-Baqarah, verses 275 and 282, which relate to the permissibility of purchasing and selling on a deferred basis. And an-Nisa verse 29, regarding the prohibition of taking the rights of others.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۚ وَلَا تَقْتُلُوا
أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

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

²⁷ Muhammad Yasir Yusuf, 2004, *People's Economic Institutions: Islamic Banks and Islamic Financial Institutions*, Banda Aceh: Ar-Raniry Press p 61

²⁸ Syamsul Effendi, -Selling and Buying with a Fund Transfer System through a Bank in an Islamic View, *Journal of Multiparadigma Accounting* Vol. 4 No. (November, 2017): 121.

²⁹ Abdul Rahman Ghazaly, Ghufro Ihsa & Sapiuddin Shiddiq, *fiqh muamalah*, (Jakarta: Prenada Media Group, 2018), 5th cet. pp. 69



This verse explains that the law strictly prohibits taking goods or property of others or their property in an unlawful manner during the transaction of buying and selling or trading. Illegally using property, for example, such as using their property in a way that is immoral, such as gambling, usury and cheating.

لَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Meaning: “Those who eat usury cannot stand except as one who staggers because of a demon. This is because they claim that buying and selling is equivalent to usury. But Allah has made buying and selling lawful and usury unlawful. If a warning from his Lord comes to him (concerning usury), then he stops, and what he used to earn is his, and it is up to Allah. Whoever repeats (the usury transaction) they are an inhabitant of Hell. They shall abide therein”³⁰

This verse explains that Allah SWT does not prohibit the practice of buying and selling. Still, Allah prohibits/forbids usury because usury is an unlawful act that brings harm, defilement, and economic chaos, which can cause conflict in society.³¹

Usury itself is an increase in Muamalah in the form of money and food, both in terms of amount and proportion of time. The two verses above explain that buying and selling activities have a firm Sharia legal basis. In principle, buying and selling are always valid if they are done based on mutual consent between the two parties, as this principle of mutual consent states that any form of will between the parties must be based on *Muamalah*, which is derived from the will of others. Buying and selling have social advantages and disadvantages; when one denies the cause of the disadvantages, the consequences are manifold. Based on this, all transactions that a man does under the law are permissible unless there is a reason that prohibits such transactions. This verse refers to business

³⁰ Ministry of Religious Affairs, Al-Quran and its Translation, (Bandung: Jumanatul, 2004), p. 75. 75

³¹ Ahmad Mustafa al-Maraghi, 1993, Tafsir al-Maraghi, Ter. Bahrun Abu Bakar and Hery Noer Aly, Semarang: Toha Putra. pp. 67



transactions or events in *Muamalah* in vain. That Allah SWT forbids it for Muslims to spend the property of others for nothing means financial transactions that violate sharia.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ۚ وَلَا يَأْب
كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ ۚ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا ۚ
فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ فَلْيُمْلِلْ لِئِنَّهُ بِالْعَدْلِ ۚ
وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ ۖ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّن تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ
تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَىٰ ۚ وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا ۚ وَلَا تَسْمَ وَأَنْ تَكْتُبُوهُ
صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ۚ ذَٰلِكُمْ أَفْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشُّهَدَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا ۚ إِلَّا أَنْ تَكُونَ تِجْرَةً
حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا ۗ وَأَشْهَدُوا إِذَا تَبَايَعْتُمْ ۚ وَلَا يُضَارَّ كَاتِبٌ وَلَا
شَهِيدٌ ۚ وَإِنْ تَفَعَّلُوا فَإِنَّهُ فَسُوقٌ بِكُمْ ۗ وَاتَّقُوا اللَّهَ ۗ وَيُعَلِّمُكُمُ اللَّهُ ۗ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Meaning: O you who believe, when you do business not in cash for a fixed time, write it down. And let a writer among you write it down correctly. And let not the writer be reluctant to write as Allah has taught him, but let him write, and let the debtor estimate (what he will write), and let him fear Allah his Lord, and let him not diminish any of his debts. If the debtor is of weak mind or incapable of estimating, then let his guardian estimate honestly. And witness it with two witnesses from among your men. If there are not two men, then (it is permissible) a man and two women of witnesses whom you approve, so that if one forgets, the other reminds him. The witnesses should not be reluctant to give evidence when called upon, and do not be weary of writing down debts, small or significant, until the time for payment has come. (Write down dealings), Unless it is a cash trade that you conduct between yourselves, then there is no sin on your part if you do not write it down. And testify when you buy and sell, and do not make it difficult for the writer and the witness. If you do so, then surely it is an unrighteousness on your part.

2. Hadith

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ قَالَ: ثَلَاثٌ فِيهِنَّ الْبِرْكَةُ: إِلَىٰ أَجَلٍ، وَالْمُقَارَضَةُ،
وَخَطُّ الْبُرِّ بِالشَّعِيرِ لِلْبَيْتِ لَا لِلْبَيْعِ

The Prophet said, "There are three things that are blessed: buying and selling not in cash, lending, and mixing wheat with barley for household use, not for sale." (Reported by Ibn Majah from Shuhaib).

In this Hadith, the Prophet SAW said that selling with deferred payment is a blessing, because selling by giving a grace period will ease the burden on buyers who are less able to pay off their purchases. This is permissible in Islam, and there is no prohibition as long as the transaction is carried out on the basis of an agreement and with the mutual willingness of both parties to the transaction. The Hadith refers to buying and selling with deferred payment, such as *bai' bitsaman ajil* where payment is made on a deferred basis. Bai' bitsaman ajil is a sale and purchase that is permitted in Islam, because in it no sale and purchase is carried out invalidly, and contrary to Shara and transactions carried out on a consensual basis or with the pleasure of both parties.³²

The Prophet SAW said in a hadith narrated by Imam Bazzar which reads:

عَنْ رِفَاعَةَ بْنِ رَافِعٍ رَضِيَ اللَّهُ عَنْهُ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ سُئِلَ: أَيُّ أَكْسَبِ أَطْيَبُ؟ قَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ، وَكُلُّ بَيْعٍ مَبْرُورٍ. (رَوَاهُ بَزَّازٌ، وَصَحَّحَهُ رَاكِمٌ).

Meaning: Rif'ah Ibn Rafi reported that the Prophet was asked "what is the best business? Rasulullah SAW answered "The effort of a person with his hand and every sale that is mabrur (honest)". (H.R. Al-Al-Bazzar and authenticated by Al-Hakim).³³

The Hadith explains that humans are encouraged to work and try, in addition to praying. Humans are encouraged to try to fulfil their needs, because a result will not come by itself without the intervention / hard work of the human being himself. Although the results are not much, the treasures obtained from this hard work are more blessed and will cause a sense in the human being to appreciate the treasures obtained, namely by not wasting in vain. And the prophet said work with his hands and good buying and selling, for this good trade is a transaction that is carried out by fulfilling the criteria of sharia, which of course goods traded should be halal goods and done in the right way according to Islam, namely by not committing usury and fraud / gharar. And a

³² Raudhatul Jannah, Chairul Fahmi, and Azka Amalia Jihad, "Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah," *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (June 2, 2024): 1-25.

³³ Fatwa DSN NO.110/DSN-MUI/IX/2017 concerning Sale and Purchase Agreements.



mabrur sale is a sale that fulfils the terms and conditions of sale, is free from problematic sales, is built on honesty, and avoids fraud and deception.

C. Terms and Conditions of Ba'i Bitsaman 'Ajil

The pillars of *ba'i bitsaman' ajil* are not much different from buying and selling in general. According to the majority of scholars, the pillars of buying and selling are four, namely:³⁴

1. some people act or *al-muta' aqidain* (sellers and buyers).
2. There is a *shighat* (recitation of *ijab* and *qabul*)
3. Items
4. There is an exchange rate for goods (price)

The conditions that must be fulfilled in a *bai' bitsaman ajil* transaction include:

1. The parties to the transaction, in a *bai' bitsaman ajil* contract, are the seller and the buyer. The fiqh scholars agree that the person who makes the sale and purchase contract must fulfil the conditions:
 - a. Reasonable. Therefore, the sale and purchase made by a child who is not yet of sound mind and a person of unsound mind is not valid. As for buying and selling transactions carried out by young children who have a *mumayyiz*, they must be with the permission of their guardians. In this case, the guardian of a child who has a *mumayyiz* considers the interests of the child.
 - b. Transaction actors are different people, meaning that a person cannot act as both seller and buyer at the same time.
2. *Shighat* (*Ijab* and *Kabul*). The expressions of the parties to the transaction that indicate their willingness to agree. The conditions associated with *ijab* and *kabul* are:
 - a. The person who utters it has reached the age of puberty and is of sound mind.
 - b. The *Kabul* must be under the *Ijab*. If the *Ijab* and *Kabul* do not match, the sale is not valid.

³⁴ Aliamin and Ichlas Fadhillah, The Effect of Bitsaman Ajil Financing on Increasing Small Business Income at Baitul Qiradh Baiturrahman Madani National Amil Zakat Agency in Banda Aceh City in 2013, Muhammadiyah Accounting Journal Vol.5 No. 1 2014, p.56.



- c. Ijab and kabul are done in one assembly. This means that both parties to the sale and purchase are present and discussing the same topic.
3. The goods being traded. The conditions associated with the goods being traded are:
 - a. Holy, unclean goods are not valid for sale and cannot be used as money for purchase, such as carcasses that have not been tanned.
 - b. The goods exist, or there is no place, but the seller declares his ability to procure the goods. For example, in a shop, because it is impossible to display all the merchandise, the trader places some of it in the warehouse or still in the factory. However, the goods can still be presented according to the agreement between the buyer and the seller. The goods in the warehouse and the factory process are regarded as existing goods.
 - c. They can be utilised and are beneficial to humans. Therefore, carrion, alcohol and blood are not valid objects of sale, because in the view of Shara' such objects are not helpful to Muslims.
 - d. Owned by someone. It is not permissible to sell goods that are not yet owned by someone, such as fish in the sea or gold in the ground, because the seller does not yet own the fish and gold.
 - e. It may be delivered at the time of the contract, or at a mutually agreed time during the transaction.
4. Terms of Exchange Rate (price of goods)
 - a. The price agreed by both parties
 - b. It can be delivered at the time of the contract, even if it is by legal means such as payment by cheque or credit card. If the price of the goods is paid later (owed), then the payment date must be clearly specified.
 - c. If the sale is made by exchanging goods (al-muqayadah), then the goods used as exchange value are not goods that are prohibited by sharia, such as pork and alcohol, because these two types have no value in sharia.



D. Bai' Bi Al-Tsaman Al-'Ajil Sale and Purchase Practices

1. Overview of Celala Sub-district, Central Aceh District

The development of coffee in the Gayo highlands continues to experience a rapid increase, driven by its mountainous location, which is strategically advantageous for plantation use. Due to the fertility of coffee plants, the quality of the coffee produced is also excellent, which has a lot of appeal and high prices. This is what makes coffee plants the primary source of income for the local people.³⁵

Kabupaten Aceh Tengah is a highland with an altitude ranging from 200 to 2,600 metres above sea level, covering an area of 4,454.50 km². The area of Kabupaten Aceh Tengah is administratively divided into 14 sub-districts, comprising a total of 295 villages. The largest sub-district is Linge Sub-district, which accounts for 48% of the total area. One of the sub-districts is Celala Sub-district, which has a population of 182 families and 604 people, and is bordered to the north by Makmur Village, to the south by Melala Village, to the west by Ramungara Village, to the east by Jerata Village, and to the south by *Silih Nara* Sub-district. The area of the Celala Sub-district, Central Aceh District is 136.21 square kilometres. Celala sub-district has its capital in Berawang Gading.

Based on the slope group, the Central Aceh Regency area is dominated by slopes of 25%-40% with an area of 184,932.46 Ha, or 41.52% of the total district area. Agricultural land utilisation is generally used for coffee plantations with an altitude of 1000-1500 masl. The area, categorised by altitude, is detailed as follows.

Table of Altitude and Area in Aceh Tengah District

No.	Elevation (above sea level)	Area (Ha)	%
1	100-250	127,41	0,03%
2	250-500	20.919,72	4,70%
3	500-750	54.738,76	12,29%
4	750-1.000	61.686,22	13,85%

³⁵ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 3, no. 2 (2022): 89-103, <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.



5	1.000-1.250	77.834,09	17,47%
6	1.250-1.500	90.645,32	20,35%
7	1.500-1.750	107.711,95	24,18%
8	1.750-2.000	29.376,90	6,60%
9	>2.000	2.363,76	0,53%
Total		445.404,13	100%

2. Practice and Analysis of Bai' Bi Al-Tsaman Al-'Ajl Sale and Purchase

The sale of this coffee every year can provide very supportive and very profitable income for both coffee farmers and *toke* or coffee agents themselves. The benefits that can be supplied from this coffee plant are very diverse, the leaves can be processed into tea, the seeds into coffee powder, the skin of the coffee fruit can be used as organic fertiliser and healthy tea drinks, even if the coffee plant has pests such as the growth of *balues* on this stem can be used as medicine. Buying and selling is a transaction involving the exchange of an item/object, accompanied by an element of willingness between the two parties. Buying and selling coffee in Central Aceh has been ongoing for many years, and now various parties have begun to contribute to the development of the coffee plantation sector. The majority of the population in the Central Aceh district works as planters. This is a common thing, or an ordinary sight, seeing that Central Aceh is one of the highlands in Aceh. This is also what motivates the community to make coffee plants the primary or an additional source of income in unfavourable economic conditions, as coffee plants are very suitable for planting in the Gayo Highlands, especially in Bener Meriah and Central Aceh Districts.

The use of measuring devices by the people of the Central Aceh district is actually of several kinds. The first is the use of bamboo as a measuring medium, the second uses a measure loaded with five bamboos, and the third uses a measure loaded with 10 *bamboos*. referred to as *bamboo* because its shape resembles a tube/bamboo plant that has segments, and for the second designation of this tool is known as a. *Bamboo* is a measuring tool used by the Gayo community to calculate the coffee harvest either in the form of *gelondong* or *grain*, this form of pumpkin/green *bean* coffee already uses a kilogram scale system, no longer using the bamboo measuring system because at this stage *the*



toke assesses in terms of water content no longer from the number of measures but how much the weight of the coffee beans is. This *bamboo* measure is a unit of measurement commonly used by the people of Aceh in buying and selling rice. Usually, this tool is used as a measuring tool that must be issued when it is time to pay zakat fitrah. The term bamboo in Aceh is known as *are*. This *bamboo /are* has a load size of 1/16 *naleh* or six *mok* / equivalent to the size of 2 litres. In the highlands of Gayo, this bamboo is also used to measure rice when buying and selling rice; in this area, it is also used *bamboo/are* for rice purchases.³⁶

The measurement and calculation methods used in measuring coffee fruit have been agreed upon for many years. This measuring tool has become a traditional instrument used for generations and is considered a valid method for measuring the results of the coffee fruit harvest. This measuring instrument is regarded as an official measure in coffee transactions, because of the habit of the surrounding community using this tool. Many advantages can be obtained from using this measuring tool, making it easier for coffee planters, and this tool can also minimise cheating by farmers in conducting coffee transactions.

The price offered by these coffee *toke* also varies wildly, depending on the type. In general, there are two types of coffee purchased by coffee *toke*: *gelondong*, which refers to coffee beans that are still intact, not yet separated from the pulp, and grain coffee beans. The most expensive coffee beans are *green bean* coffee beans. This is because *green bean* coffee beans are obtained through a long process, starting from grinding, separating the beans, and drying the coffee beans. The price of coffee fruit is usually determined by the *toke* in the village or sub-district, which is done by following the existing market flow, of course, it must be accompanied by regular checks on prices and market developments. However, not all but there are some *toke* who still have big *toke* again so that third parties determine changes in the price of buying and selling coffee but to provide the selling value of the price of *gelondong* coffee, usually the *toke* in this village set a price that is not much different. To maintain partners and a sense of brotherhood in the form of not dropping the business of other *toke*. To ensure an agreement on the price of buying and selling coffee. The current price of *gelondong* coffee in the Celala sub-district is approximately Rp. 16,000/bamboo and Rp . 40,000.00/kg for coffee beans that have gone through the process of separating the skin and beans.³⁷

³⁶ Syamsuddin Daud, *Adat Meugöé*, (Banda Aceh: Indatu BookStore, 2009), 67

³⁷ Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE



E. Analysis of Bai' Bi Al-Tsaman Al-'Ajl Sale and Purchase Practices

Buying and selling according to Islamic law is allowed as long as it does not contain elements of usury. Bai'bitsaman ajil is one of the transactions in Islamic buying and selling. Based on the results of interviews and observations of researchers in the field regarding buying and selling coffee in Celala District, Central Aceh Regency, there are still several things that are not in accordance with or violate Islamic law.³⁸

1. *Al-Muta'qidain are the parties to the transaction, namely the first party and the second party, namely the toke and the coffee farmer in the implementation of this bai 'bitsaman ajil, who makes the contract should meet the requirements: reasonable, own will or no coercion, puberty. As Allah's word Al-Qur'an letter An-Nisa' verse 5: And do not hand over to those who are not yet perfect in their minds the property (those in your power) which Allah has made the basis of life. give them shopping and clothing (from the proceeds of the property) and say to them good words."*

In terms of the subject of this contract, it falls under Islamic law, as transactions are typically carried out by adults. In coffee sales transactions, it can generally be done in several ways: the first is to contact the *toke* to pick up or pick up coffee in the garden/place of the coffee seller, the second by delivering coffee to the *toke's* place.

2. The goods being bought, the goods being sold are owned by the seller, meaning that the seller must have the right to transfer the goods to the buyer. In Islam, it is forbidden to take the rights or property of others without the permission of the owner of the property. In this case *the toke* will see and assess the quality of the coffee and then tell the price of the coffee.
3. There is an exchange rate for goods (price), and buying and selling transactions in society require the community itself to have full awareness of the importance of honesty in buying and selling. And as the perpetrator of buying and selling, he should ensure that it is clear what is being traded,

INDONESIAN TRADING BUSINESS."

³⁸ Nabila Afriola and Cecep Sholeh Kurniawan, "PROVISION OF SAHARA SAVINGS BONUSES AT BANK ACEH SYARIAH BANDA ACEH BRANCH," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 30, 2023): 64–85, <https://doi.org/10.1234/jurista.v7i1.67>.



whether the form and quantity are in accordance with what has been agreed upon. That way, the community also benefits, and no one is harmed. The community has played a role in minimising the occurrence of misunderstandings in the sale and purchase of coffee fruit. The practice of buying and selling coffee fruit is usually carried out by exchanging information regarding the price offered by the buyer and the quality of the coffee fruit from the planters. So that before the planters hand over the results to the *toke*, they will be allowed to confirm the price first and vice versa, the *toke* is given the chance to ask several things about the coffee fruit brought by the planters.

4. There is *shighat* (recitation of *ijab* and *qabul*), after the two parties agree. Then the *toke* will ask whether the transaction is the concept should have certainty in the size of the measure and the price rate given to avoid fraud or irregularities such as fraud / *gharar* in the transaction. By behaving honestly, we can still benefit, such as if in a transaction where the price of an item is determined by an agreement obtained from the results of deliberation.³⁹

Buying and selling must be based on a sense of mutual convenience.⁴⁰ If fraud in this coffee buying and selling transaction occurs repeatedly, the buyers/coffee shoppers will complain about it and create a sense of unwillingness, as they feel cheated by the sellers/growers. This sense of unwillingness can break social relations in the coffee trade. Because, essentially, we have been forbidden from taking the rights of others. As Allah SWT says in Q.S. An-Nisa, the essence of this verse is that we are prohibited from harming others by taking their rights. When buying and selling coffee, it is recommended to follow the method taught by religion, which involves not deceiving others regarding quality, price, nominal yield, and the origin of the coffee, ensuring transparency.⁴¹

³⁹ Fathoni, The Concept of Selling and Buying in Fatwa DSN-MUI, *Economica: Journal of Islamic Economics*, 4(1) (2013): pp: 51-82. 77, 78.

⁴⁰ Sayid Sabiq, *Fiqh Sunnah*, (Jakarta: Cakrawala Publising, 2008), volume 5, p:158

⁴¹ 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 (July 23, 2023): 28-39.



The sale and purchase of coffee is still considered valid because there are still many parties who realise the importance of honest behaviour. Many of the planters still use *toke* to measure their crops, namely by weighing them directly in front of sellers and coffee buyers. The payment system is carried out transparently, namely by giving a note to the planters and paying the money in cash. However, based on the analysis conducted by the author in Celala District, Aceh Tengah, the terms and conditions of buying and selling have been fulfilled, but the practice is still not based on Islamic law, where there are still many forms of fraud that occur in the field.⁴²

Based on the description above, the practice of buying and selling coffee using the *Ba'i Bitsamani' Ajil* system in the village constitutes an invalid sale and purchase (*bathil*) because one of the essential pillars or conditions is not fulfilled in the coffee sale and purchase transaction.

CONCLUSIONS

In buying and selling, Islam has regulated the rules of buying and selling, and we as Muslims should make transactions according to the laws that have been set. Additionally, Islam has established guidelines for ethical conduct in buying and selling, ensuring that transactions do not benefit or harm either party. The pillars of *ba i bitsaman 'ajil* are not much different from buying and selling in general. According to the majority of scholars, the pillars of buying and selling are four, namely:⁴³ Some people have an agreement or *al-muta' aqidain* (seller and buyer), there is a *shighat* (recitation of *ijab* and *qabul*), the goods purchased there is an exchange value for goods (price).

With this, it can be concluded that in the sale and purchase of coffee with the *ba'i bitsamani' ajil* system in Celala District, Aceh Tengah district, carried out by some people there, there are several factors that encourage payment with the *ba'i bitsamani' ajil* system or deferral. The first is the desire of the coffee seller who wants to leave his money with the coffee bean buyer, whom he entrusts with a place to deposit money. The second factor is the desire of the coffee buyer (*collector/toke*) where some of the funds are not yet available on that day, so that

⁴² Rahmad Kurniawan, Nur Asnawi, and Chairul Fahmi, "Juridical-Philosophical Review of the Position of Sharia Compliance in Islamic Banking in Indonesia," *Jurnal Ilmu Hukum Tambun Bungai* 9, no. 2 (2024): 531–45.

⁴³ Aliamin and Ichlas Fadhillah, The Effect of Bitsaman Ajil Financing on Increasing Small Business Income at Baitul Qiradh Baiturrahman Madani National Amil Zakat Agency in Banda Aceh City in 2013, *Muhammadiyah Accounting Journal* Vol.5 No. 1 2014, p.56.



there is a payment with *the ba'i bitsamani'ajil* system, where the agreement is made when the sale and purchase take place. The contract verbally determines the time of collection, and discussing that payment by *ba'i bitsamani'ajil*, whether it is written or not written on the note, if it is written then a note will be given at the time of the sale and purchase, and when collecting funds the coffee seller must bring a note given at the time of sale of coffee, which contains the amount of funds available at the coffee collector. However, in this case, it was found that some *toke* did not pay according to the initial agreement and in the unwritten sale and purchase agreement, there was also a difference in the amount of money handed over from the initial amount of the transaction.

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