

ANALYSIS OF THE IJAB QABUL IN THE SALE OF BEAN SPROUTS ACCORDING TO THE IMAM HANAFI'S PERSPECTIVE

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Abstract

This paper analyzes the role of ijab qabul in the transaction of taoge (bean sprouts) from the perspective of Imam Hanafi. Ijab qabul is a crucial component in Islamic transactions, necessitating a legitimate offer (ijab) and acceptance (qabul) between the seller and buyer. This research used a library study technique with a normative qualitative approach to investigate and analyze the implementation of ijab qabul in the sale and purchase of taoge in Banda Aceh, while comparing it to Islamic legal perspectives, specifically those of Imam Hanafi. The findings reveal that, according to Imam Hanafi, a sale and purchase transaction is deemed lawful provided that ijab and qabul are articulated clearly, co-occur, and are free from compulsion. Should a disparity arise between the offer and acceptance, or if there is an extended wait, the transaction may be considered invalid. The clarity of the item being sold, in this instance, taoge, is essential to prevent injury or unfairness to either party. The study reveals that, despite transactions in traditional marketplaces generally being performed informally, the norms of Islamic law regarding ijab qabul are nonetheless adhered to by the parties involved in the transactions. This research highlights the importance of applying Imam Hanafi's fiqh principles in sales transactions to ensure justice and prevent harm.

Keywords: *Ijab Qabul, Sale and Purchase of Taoge, Fiqh Imam Hanafi.*

Abstrak

Makalah ini menganalisis peran ijab qabul dalam transaksi penjualan taoge (kecambah kacang) dari perspektif Imam Hanafi. Ijab qabul merupakan komponen penting dalam transaksi Islam yang memerlukan penawaran yang sah (ijab) dan penerimaan (qabul) antara penjual dan pembeli. Penelitian ini menggunakan teknik studi perpustakaan dengan pendekatan kualitatif normatif untuk menyelidiki dan menganalisis penerapan ijab qabul dalam jual beli taoge di Banda Aceh, sambil membandingkannya dengan perspektif hukum Islam, khususnya pandangan Imam Hanafi. Temuan menunjukkan bahwa, menurut Imam Hanafi, transaksi jual beli dianggap sah asalkan ijab dan qabul diucapkan dengan jelas, terjadi secara bersamaan, dan bebas dari paksaan. Jika terdapat ketidaksesuaian antara penawaran dan penerimaan, atau jika terdapat penundaan yang lama, transaksi dapat dianggap tidak sah. Kejelasan barang yang dijual, dalam hal ini taoge, sangat penting untuk mencegah kerugian atau ketidakadilan bagi kedua belah pihak. Studi ini menunjukkan bahwa meskipun transaksi di pasar tradisional umumnya dilakukan secara informal, norma-norma hukum Islam mengenai ijab qabul tetap dipatuhi oleh pihak-pihak yang terlibat dalam transaksi. Penelitian ini menekankan pentingnya menerapkan prinsip-prinsip fiqh Imam Hanafi dalam transaksi jual beli untuk menjaga keadilan dan mencegah kerugian.

Kata Kunci: Ijab Qabul, Transaksi Jual Beli Taoge, Fiqh Imam Hanafi.

INTRODUCTION

Buying and selling transactions are a fundamental form of economic interaction that is prevalent in everyday life. In Islam, buying and selling are permissible activities, subject to certain conditions that aim to maintain justice, transparency, and prevent losses for one of the parties. One of the most critical elements in a sale and purchase transaction is Ijab and Qabul, which functions as a condition for the validity of a transaction.¹

Ijab, in the context of buying and selling, refers to the offer made by the seller to the buyer, which contains an offer to sell goods at a certain price. Meanwhile, qabul is the acceptance or approval given by the buyer to the offer submitted by the seller. Ijab-qabul must be done consciously and voluntarily, and there is no coercion from any party. If both parties agree and fulfil the

¹ Siregar, I., & Hasibuan, U. K. M. Basic Principles of Muamalah in Islam. Morphology: Journal of Education, Language, Literature and Culture, 2(4), (2024). 113-124.

specified conditions, then the sale and purchase transaction is considered valid.²

The concept of ijab-qabul is highly emphasized in Islamic law, as part of the effort to maintain transactions as fair, open, and free from any element of fraud. Ijab-qabul ensures that both parties involved in the transaction have the same understanding of what is being offered and what is being agreed upon. In this case, ijab and qabul serve as a tool to realise an unambiguous agreement, which involves a voluntary agreement between the seller and the buyer.³

According to Imam Hanafi, Ijab is a specific action that shows willingness that is uttered first from one of the parties, either from the seller such as the word *bitu* (I sell) or from the buyer such as the buyer preceding stating the phrase I want to buy it at this price, while qabul is what is said the second time from one of the parties. Thus, the utterance on which the law relies is the one who starts the statement and follows it, whether it is from the seller or the buyer. However, according to the majority of scholars, ijab is the statement that comes from the one who owns the goods, even if it is stated at the end. The kabul is the statement of the person who will own the goods, even if it is stated earlier.⁴

The importance of ijab-qabul is also reflected in the numerous verses of the Qur'an that discuss transactions involving buying and selling. One of the verses that is the basis of the law in buying and selling is the word of Allah SWT in Surah An-Nisa verse 29: "O you who believe, do not eat each other's wealth by unlawful means, except by way of a consensual trade between you." In this verse, Allah confirms that buying and selling are legitimate ways to acquire wealth, as long as it is done with the willingness of both parties and there is no element of force, fraud, or injustice.⁵

Ijab-qabul in buying and selling is also closely related to the principles of honesty and fairness in transactions. Islam teaches that every transaction is

² Isni, K. P. Sharia Economic Law Review on Buying and Selling Used Mobile Phones Through Social Media (Study on Social Media Facebook Group Bandar Jaya) (Doctoral Dissertation, UIN Raden Intan Lampung 2023).

³ Alpala, I. The Implementation of Scales Accuracy in the Sale and Purchase of Palm Fruit at the Hot Springs Cooperative, Tambun Village, Pangkalan Lesung District, Pelalawan Regency, Perspective of Fiqh Muamalah (Doctoral Dissertation, Sultan Syarif Kasim State Islamic University, Riau 2025).

⁴ Wahbah az-Zuhaili, Fiqh Islam Waadillatuhu, 29

⁵ Faizal Asdar, "Fikih Indonesia Hasbi Ash-Shiddieqy," Bilancia: Journal of Sharia and Legal Studies 17, no. 1 (2023), <https://doi.org/10.24239/blc.v17i1.1793>.

carried out with complete honesty, where no party feels disadvantaged or deceived. Honesty in transactions is the foundation for fostering a harmonious relationship between sellers and buyers, which is reflected in the application of ijab-qabul in buying and selling.⁶

In the practice of buying and selling by Islamic principles, in addition to honesty, there is also the principle of transparency, which is very important. This transparency refers to the clarity of information provided by both parties regarding the goods being traded, including their quality, price, and other relevant conditions. With openness, both parties can conduct transactions with a complete understanding and without any uncertainty that could lead to disputes later on. In this context, ijab-qabul also serves to ensure that all information related to the transaction has been mutually agreed upon, so that no element of fraud can harm either party.⁷

In addition, Islam also teaches that buying and selling transactions must be carried out with due regard to the balance between the rights and obligations of each party. In this case, the seller is obliged to deliver the goods as promised, while the buyer is also obliged to pay the price according to the agreement. Maintaining this balance is crucial for ensuring fairness in the transaction. If one party fails to fulfill its obligations, then injustice will occur, which is contrary to Islamic principles. Therefore, ijab-qabul is not just a formality process, but also a sign of agreement that reflects the goodwill of both parties to fulfil their respective rights and obligations.⁸

As for modern buying and selling practices, although transaction methods have evolved considerably, the basic principle of ijab-qabul remains relevant. The seller and buyer need to ensure that there is an explicit agreement regarding the product being purchased and its price, and that this process is done consciously and without coercion. Technology may facilitate transactions, but the essence of a voluntary and conscious ijab-qabul should still be prioritised.⁹

⁶ Riyam, P. Islamic Business Ethics Review of Rubber Sap Sale and Purchase Transactions (Study in Silir Agung Village, Labuhan Ratu District, East Lampung Regency) (Doctoral Dissertation, Uin Raden Intan Lampung 2022).

⁷ Ratiwi, R., et al. The Effect of Consumer Trust and Transaction Transparency in Sharia Buying and Selling on Customer Satisfaction. *Musytari: Balance Sheet of Management, Accounting, and Economics*, 5(9), (2024). 137-147.

⁸ Zuhdi, M. H. Principles of Akad in Islamic Economic Transactions. *Iqtishaduna*, 8(1), (2017). 78-115.

⁹ Nazwa, R., et al. Online Buying and Selling and the Use of Paylater in Islamic Perspective. *Religion: Journal of Religion, Social, and Culture*, 2(5), (2023). 1057-1070.



Thus, the principle of ijab-qabul in buying and selling not only ensures the validity of the transaction according to Islamic law but also maintains the sustainability of a mutually beneficial relationship between the seller and the buyer. This principle teaches us to always maintain fairness, transparency, and honesty in every transaction we make.

The traditional market in Banda Aceh is a clear example of how ijab-qabul practices are applied in daily buying and selling transactions, such as the sale and purchase of bean sprouts. Bean sprouts are a vegetable that is easily found in the Banda Aceh market, and they are relatively inexpensive, usually sold in bags weighing about a quarter of a kilogram. Toge is widely used in various Indonesian dishes because of its crunchy texture and fresh taste.

In this market, transactions are often direct and informal. Sellers offer goods at a certain price, and buyers then respond by either agreeing to the price or offering an alternative price. This bargaining process reflects a flexible ijab-qabul element, where the seller functions as the party making the offer (ijab) and the buyer as the party accepting or responding to the offer (qabul). As long as both parties agree, the transaction can proceed with payment and delivery of the goods, even without a written contract or formal document, provided there is no element of fraud or unfairness.

DATA AND METHODS

This research uses a literature study method with a normative qualitative approach. The qualitative approach was chosen because this research aims to explore the understanding, views, and practices related to ijab-qabul in buying and selling transactions, especially in the context of purchasing and selling bean sprouts in the Banda Aceh Market. The qualitative approach allows researchers to delve more deeply into the phenomena that occur in the practice of these transactions, as well as to analyse how the values of Islamic law are applied in buying and selling transactions that are often carried out informally.

Normative research is an approach used to examine and analyse the norms that apply in a society or legal system, in this case, Islamic law, related to the problem being studied. This approach will emphasise the examination of relevant legal sources, including the Qur'an, hadith, opinions of scholars, and literature related to the law of buying and selling in Islam. The primary focus of this research is to explore how the principles of ijab-qabul are applied

in the buying and selling of bean sprouts in the Banda Aceh market, which often does not involve written documents or contracts.¹⁰

The primary data sources used in this research come from two broad categories. First, primary legal sources, including the Qur'an and hadith, serve as the basis for determining the laws of buying and selling and ijab-qabul in Islam. Second, secondary legal sources, such as fiqh books, articles, journals, and literature, discuss buying and selling transactions from the perspective of Islamic law. These sources will be analysed to identify the rules governing ijab-qabul in buying and selling and how the practice is applied in the community, especially in traditional markets.¹¹

To collect data, this research will employ the literature study method, which involves obtaining data by reviewing various relevant literature related to the research topic. The literature to be analysed includes the works of classical and modern scholars who discuss the fiqh of buying and selling, as well as scientific articles that review transaction practices in traditional markets.

The data analysis technique employed in this research is a descriptive-analytic approach, which aims to describe the phenomena that occur in buying and selling transactions at the Banda Aceh Market, as well as analyze the application of ijab-qabul based on the principles of Islamic law. In this analysis, the researcher will connect the empirical findings with the relevant theories in the literature and assess their consistency with the provisions of Islamic law related to buying and selling transactions.¹²

The validity and reliability of the data in this research will be ensured by using reliable and relevant sources that are pertinent to the research topic. With this qualitative approach and normative research method, it is hoped that the research can provide a deeper understanding of the practice of ijab-qabul in buying and selling in traditional markets, as well as contribute to the study of Islamic law regarding buying and selling by Islamic teachings.

¹⁰ Muhammad Syahrum, S. T. Introduction to Legal Research Methodology: Normative, Empirical Research Studies, Proposal Writing, Thesis and Thesis Reports. Dotplus Publisher. (2022).

¹¹ Muhammad Syahrum, S. T. Introduction to Legal Research Methodology: Normative, Empirical Research Studies, Proposal Writing, Thesis and Thesis Reports. Dotplus Publisher. (2022).

¹² Wijaya, H. Qualitative Data Analysis: a review of theory & practice. Jaffray College of Theology. (2019).

RESULT AND DISCUSSION

A. Definition of Sale and Purchase and the Pillars of Sale and Purchase According to Imam Hanafi

The definition in the language of al-ba'i (exchanging something for something).¹³ Lafal al-ba'i in Arabic is sometimes used for its opposite meaning, namely the word asy-syira (buy). Thus, the phrase al-ba'i means both selling and buying.

According to the Hanafi Ulama quoted by Wahbah az-Zuhaili, buying and selling is the exchange of property (objects) for property based on a special (permissible) method.¹⁴ According to the Hanafi madzhab, buying and selling is exchanging property for property through specific procedures, or exchanging something that is liked for something else through particular procedures that can be understood as al-bai', such as through ijab and ta'athil (mutual submission).

In determining the pillars of this sale and purchase, there are differences of opinion between the Hanafi school of thought and the majority of scholars. The pillars of buying and selling according to the Hanafi school of thought are only one, namely ijab (an expression of buying from the buyer) and kabul (an expression of selling from the seller). According to them, what becomes a pillar in buying and selling is only the willingness of both parties to trade. The element of willingness is an aspect of the heart that is often invisible, so indicators are needed to show this willingness from both parties, as reflected in the ijab and kabul, or by giving each other goods and prices.¹⁵

As for the majority of scholars, there are four pillars of buying and selling, namely:

1. The person in the contract (seller and buyer)
2. Sighat (recitation of ijab and kabul)
3. There are items purchased
4. There is an exchange rate for goods.

B. Valid Terms of Ijab and Qabul in the Sale and Purchase of Taoge According to Imam Hanafi

¹³ Wahbah az-Zuhaily, al-Fiqh al-Islamy wa Adillatuhu, Juz IV, Suriyah : Darul Fikr 1989, p.344

¹⁴ Abdul Rahman Ghazaly, et al, Fiqh Muamalat, (Jakarta: Kencana 2010), Cet. 1, pp.

¹⁵ M. Ali Hasan, Various Transactions in Islam, (Jakarta: Grafindo Persada, 2004), 118



This research examines the valid requirements of ijab and qabul in the sale and purchase of bean sprouts, as per the fiqh of Imam Hanafi, with a focus on the application of these fiqh principles in the context of traditional markets. To clarify, the following discussion is based on a relevant literature review and its application in the sale and purchase of bean sprouts.

1. Clarity of Intent in Ijab and Qabul

One of the main legal requirements in a sale and purchase transaction, according to Imam Hanafi, is the clarity of intent in ijab and qabul. Ijab is an offer from the seller to sell goods at a certain price, while qabul is the buyer's acceptance or agreement to the offer. This clarity is crucial to ensure there is no doubt about the agreed-upon object and price.¹⁶

According to Wahbah al-Zuhayli in *Fiqh al-Islami wa Adillatuhu*, ijab and qabul must be done clearly and unambiguously to avoid harming both parties. If there is uncertainty regarding the intention of the transaction, it is considered void. This is also confirmed in the book *Al-Hidayah* by al-Marghinani, which states that transactions lacking clarity in the object and price are not valid according to Islamic law.¹⁷

Clarity about the quality and quantity of the bean sprouts being sold is crucial in the context of bean sprout trading. If the seller does not provide sufficiently precise information about the condition of the bean sprouts, for example, whether they are fresh or damaged, then the transaction can be considered void if one party feels disadvantaged. Therefore, it is essential for the seller and the buyer to ensure that the object being traded is agreed upon.

2. Congruence between Ijab and Qabul

The compatibility between Ijab and Qabul is a crucial requirement in a sale and purchase transaction, according to Imam Hanafi's fiqh. Ijab and qabul must match each other without any significant difference, either in terms of the object being traded or in terms of the agreed price. In *Al-Hidayah*, al-Marghinani explains that any discrepancy between the offer and the acceptance renders the transaction invalid.¹⁸

This research shows that there are often differences in the price or condition of goods agreed between sellers and buyers. In traditional markets,

¹⁶ M Abdul Wahab, L. Akad Theory in Fiqh Muamalah. (2019).

¹⁷ Nurhidayati, N., et al. Fikih Kontrak dan Perikat Syariah. (2023).

¹⁸ Mahmudulhassan, M., & Muthoifin, M. Transactions Without Ijab Qabul in the 5.0 Era: An Analysis of Opportunities, Challenges, and Laws in the Modern Market. Maktabah Reviews, 1(01), (2024). 11-24.

price differences typically arise from the bargaining process; however, both parties must adhere to the agreed-upon price. If the agreed price does not match what is given, then the transaction is not valid. In addition, if the seller delivers goods that are not as promised, such as damaged bean sprouts, then the buyer has the right to cancel the transaction by the fiqh principles of Imam Hanafi.

3. Joint Attendance in the Same Majlis

The conditions of the sale and purchase transaction, both ijab and qabul, must be carried out in one majlis or the same place. If the transaction is conducted in different locations or without clear communication, it can be cancelled. This is explained in *Al-Hidayah*, where it is stated that ijab and qabul must be done in one place so that there is no doubt about the agreement that has been made.¹⁹

As a result of research in Banda Aceh's traditional markets, transactions are often conducted in person between sellers and buyers in the same place, which facilitates the fulfilment of this condition. However, if the transaction is conducted over the telephone or other media, the seller and buyer must ensure that both parties understand the purpose and object of the trade. Clear and transparent communication is necessary for the transaction to be valid according to Islamic fiqh.

4. Consciousness and No Coercion

One of the conditions of validity in Imam Hanafi's fiqh is that both parties to the transaction must be in a state of consciousness, and there must be no element of coercion. In *al-Fiqh al-Islami wa Adillatuhu*, Wahbah al-Zuhayli emphasises that transactions made under duress or without full awareness are considered void. Therefore, the two parties in a sale and purchase transaction must have legal capacity, namely being pubescent, of sound mind, and free from coercion.²⁰

In traditional markets, buyers and sellers sometimes feel pressured to complete transactions immediately. For example, buyers who feel influenced by the crowded market atmosphere or sellers who are in a hurry to sell their goods may lead to an invalid transaction. Therefore, both parties need to

¹⁹ Siregar, P. A. S. The validity of the sale and purchase agreement through the Internet in terms of Islamic Law. *EduTech: Journal of Education and Social Sciences*, 5(1). (2019).

²⁰ Rajib, M. Formation of Akad (Contract): The Pillars and Conditions of Akad. *Iqtishaduna: Scientific Journal of Shari'ah Economic Law Students*, (2025). 678-695.



ensure that they are not under duress when conducting the transaction, so that the transaction remains valid and by Islamic law.

5. The clarity of the object being traded

The object being traded must be unambiguous. In the context of selling bean sprouts, the seller must ensure that the bean sprouts sold are in good condition and by the initial agreement. In *al-Hidayah*, it is stated that unclear objects or not by what was agreed upon make the transaction void. Therefore, the seller must provide clear information about the quality of the bean sprouts, including whether they are fresh or withered, and whether any defects are present.²¹

The research found that sellers often fail to provide sufficient information about the condition of the bean sprouts being sold, which causes buyers to feel aggrieved after the transaction is completed. For example, a buyer who expects fresh bean sprouts but is given wilted or damaged bean sprouts has the right to cancel the transaction. Therefore, clarity about the object being traded is crucial to ensure that the sale and purchase transaction is valid according to Islamic law.

Overall, this research demonstrates that the application of the valid conditions of ijab and qabul in the sale and purchase of bean sprouts, as per Imam Hanafi's fiqh, is crucial to ensure the validity and fairness of the transaction. Clarity of intent, compatibility between ijab and qabul, a conscious condition without coercion, and clarity of the object being traded are the main requirements that must be met in a sale and purchase transaction. In addition, the conditions of traditional markets, which often involve quick transactions and bargaining, require both parties to be more careful in maintaining clarity and fairness in transactions, to comply with the principles of Islamic fiqh.

C. Provisions Regarding the Goods Sold (Taoge) in the View of Imam Hanafi

The sale and purchase transaction in Imam Hanafi's fiqh does not only depend on the validity of the ijab and qabul, but also on the conditions relating to the object being traded. The object being sold must fulfil certain conditions for the transaction to be considered valid according to Islamic law. This is

²¹ Aruna, M. A. The Sale and Purchase Transaction of Second Car Tyres in the Perspective of Mabi'on Akad Musawamah (Case Study of Safaraz Tyre Shop in Batoh) (Doctoral dissertation, Ar-Raniry State Islamic University 2023).

particularly relevant in the context of the sale and purchase of bean sprouts, as one of the items often traded in traditional markets. The following provisions, according to Imam Hanafi's view, must be fulfilled in the sale and purchase of bean sprouts:

1. Clarity and Certainty of the Object being traded

One of the main conditions emphasised in Imam Hanafi's view is that the object of trade must be clear and specific. In *Al-Hidayah*, al-Marghinani emphasises that an unclear object of transaction, either in form or quality, can invalidate the sale. This clarity aims to avoid any dispute between the seller and the buyer regarding the nature or condition of the goods.²²

Wahbah al-Zuhaylī, in *Fiqh al-Islami wa Adillatuhu*, also emphasizes the importance of object clarity in buying and selling transactions. The goods being sold must be known with certainty by both parties. In the case of selling bean sprouts, this means that the seller must provide a clear explanation of the condition of the bean sprouts being sold, whether they are fresh or have begun to deteriorate. This is to ensure that the buyer does not feel cheated or disadvantaged after the transaction has been completed.²³

Based on the context of traditional markets in Banda Aceh, where many buying and selling transactions are conducted in person, sellers need to communicate the condition of the bean sprouts transparently. For example, if the bean sprouts sold are not entirely fresh, the seller must make this known so that buyers are not disadvantaged.

2. Goods that are traded must have a beneficial value

According to Imam Hanafi, the goods being traded must have legitimate benefits and can be used or utilised by the buyer. Wahbah al-Zuhaylī in *Fiqh al-Islami wa Adillatuhu* reveals that goods that do not provide tangible benefits to the buyer, or that cannot be used by their original purpose, are considered void for trading. Goods that are not useful or are completely damaged, such as rotten or contaminated bean sprouts, cannot be the subject of the transaction.

Therefore, the bean sprouts sold must be fit for consumption. If the bean sprouts have no practical value due to poor quality, the sale and purchase

²² Sania, G., et al. Analysis of the COD Payment System in Buying and Selling Transactions According to Islamic Law. Aghnina: Journal of Shari'ah Economic Law, 2(1), (2025). 45-66.

²³ Nurhidayati, N., et al. Fikih Kontrak dan Perikat Syariah. (2023).

transaction is considered invalid. This also applies to traditional markets, where traders selling bean sprouts must ensure that the goods they sell are of good quality and do not harm the buyers.

3. Possession of Goods by the Seller

As explained in *Al-Hidayah*, the goods being traded must belong to the seller, and the seller must have full rights over the goods. The seller is not permitted to sell goods that do not belong to them or that are subject to a dispute over ownership. In the context of bean sprouts, sellers must ensure that the bean sprouts they are selling are the result of their efforts or with the permission of the rightful party.²⁴

This means that the trader must have legal ownership of the bean sprouts being sold. For example, if a trader is only an intermediary in the sale of bean sprouts, they must ensure that they have the right to sell them and that there is no dispute over the ownership of the bean sprouts.

4. Goods Sold Must Not Contain the Element of Gharar (Uncertainty)

Sale and purchase transactions in the view of Imam Hanafi that contain elements of gharar, namely excessive uncertainty or doubt about the goods being traded, are void. *Al-Hidayah* explains that gharar refers to uncertainty in the nature, quantity, or price of the goods being sold. If the seller does not provide clear information about the condition of the bean sprouts, for example, whether they are viable or not, or gives an uncertain price, the transaction is void.²⁵

Wahbah al-Zuhaylī in *Fiqh al-Islami wa Adillatuhu* also asserts that transactions that contain uncertainty will harm one of the parties, and therefore, the transaction is considered invalid. In the sale and purchase of bean sprouts, the seller must provide clear information about the quality and quantity of bean sprouts to be sold to avoid uncertainty. Vagueness or deception regarding the condition of the bean sprouts can lead to the cancellation of the transaction.²⁶

5. Goods Sold Must Be Halal

One of the most fundamental requirements in a sale and purchase transaction, according to Imam Hanafi, is that the goods being sold must be

²⁴ M Abdul Wahab, L. Akad Theory in Fiqh Muamalah. (2019).

²⁵ Lisa, R. Analysis of the Sukatan System in the Sale and Purchase Transaction of Tilapia Fish Seeds in the Nagan Raya Regency Community According to Fiqh Muamalah (Study of the Clarity of Ma'qud Alaih in Transactions) (Doctoral dissertation, UIN Ar-Raniry Banda Aceh 2019).

²⁶ Nurhidayati, N., et al. Fikih Kontrak dan Perikat Syariah. (2023).

halal. Unlawful goods, such as haram goods or goods contaminated with haram objects, cannot be sold or purchased in Islam. In the case of bean sprouts, traders must ensure that the bean sprouts are not contaminated with haram ingredients or do not comply with the principles of halal in Islam.²⁷

Wahbah al-Zuhayli in *Fiqh al-Islami wa Adillatuhu* reminds us that all buying and selling transactions must be conducted with good intentions and to fulfill legitimate needs. Bean sprouts sellers must guarantee that the goods they sell do not contain any unlawful ingredients or elements that could harm buyers or violate Sharia law.²⁸

6. No Fraud or Cheating in Transactions

Fraud or cheating in buying and selling transactions is strictly prohibited in the fiqh of Imam Hanafi. In *Al-Hidayah*, al-Marghinani explains that if there is an element of deception regarding the goods being sold, such as hiding defects or poor quality of the bean sprouts, then the transaction is invalid. A seller who deliberately misrepresents the condition of the bean sprouts to deceive the buyer, or who mixes bad bean sprouts with good bean sprouts, has committed an offence that may invalidate the transaction.²⁹

Therefore, sellers in traditional markets should always be honest in offering their bean sprouts, ensuring that the goods sold match the description given to the buyer. In this case, honesty in providing information about the condition of the bean sprouts is essential so that the transaction is not only legal under Islamic law, but also fair for both parties.

Overall, in Imam Hanafi's view, the provisions regarding the goods sold (bean sprouts) in a sale and purchase transaction must fulfil various conditions stipulated by Islamic law. The object being traded must be clear and specific, have practical value, be halal, be owned by the seller, and be free from uncertainty (gharar). Additionally, the transaction must be conducted with honest intentions, without any deception. All these requirements aim to ensure that the sale and purchase transaction is fair and legal according to

²⁷ Panjaitan, R. A., et al. Settlement of Land Sale and Purchase Business Dispute Cases Based on Sharia Law. *Interdisciplinary Explorations in Research Journal*, 2(2), (2024). 1154-1172.

²⁸ Melina, F., & Saputra, H. E. Review of Contemporary Fiqh Muamalah on Intermediary Agency (Samsarah) and Auction Sale and Purchase (Bay Al-Muzayaddah). *Syarikat: Journal of Islamic Economics*, 5(1), (2022). 98-109.

²⁹ Setiawahyu, M. D., & Efendi, Y. Cheating in Buying and Selling According to the Qur'an from the Perspective of Tafsir Al-Munir. *Lathaif: Literacy of Tafsir, Hadith and Philology*, 1(1), (2022). 48-67.



Islamic law. Therefore, traders and buyers of bean sprouts must pay attention to these conditions so that the sale and purchase transaction can run smoothly and by the principles of Islamic fiqh.

CONCLUSION

This study concludes that to ensure the validity of the bean sprouts sale transaction according to Imam Hanafi's fiqh, several conditions must be met in the implementation of ijab and qabul. Clarity of intent in ijab and qabul is the main requirement, where the seller must make a clear offer regarding the price and object of the goods, while the buyer must accept the offer without hesitation. Congruence between ijab and qabul is also significant, as any discrepancy in the object being traded or the agreed price may invalidate the transaction. In addition, the transaction must be carried out in the same place or majlis to ensure that both parties agree, either directly in the market or through other communication media, while maintaining clarity and transparency. The condition of being aware and without coercion is also an essential requirement, where both parties must be free from pressure or coercion for the transaction to be valid according to Islamic law. Finally, the object being traded, in this case the bean sprouts, must be of clear quality and condition, and must comply with the agreement between the seller and the buyer. If the bean sprouts sold do not match the description or have defects that were not disclosed, the buyer has the right to cancel the transaction. Thus, the application of Imam Hanafi's fiqh principles in the sale and purchase of bean sprouts in traditional markets is crucial to ensure fair and legal transactions, prevent losses for both parties, and uphold the principles of justice in Islamic fiqh.

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