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The Legality of Buying and Selling Imported Used Clothing in Banda Aceh: A Study of MUI DSN Fatwa No. 110/DSN-MUI/IX/2017 On Sales Contracts

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Abstract

This study examines the system of buying and selling imported used clothing in Banda Aceh from the perspective of fiqh *muamalah* and analyzes it in terms of the element of *gharar* and DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017 on Sales Contracts. This study employs a qualitative method using an empirical-juridical approach. The results indicate that the system for buying and selling imported used clothing in Banda Aceh involves three parties in the transaction: the seller, the buyer, and the distributor. The seller orders and purchases clothing from the distributor in bulk (in sacks) under an agreement that they cannot inspect the contents of the sacks. Once the goods reach the seller, the seller sorts the clothing by quality and washes it thoroughly before selling it to the buyer. In general, the practice of buying and selling imported used clothing in Banda Aceh complies with the pillars and conditions of a sale under Islamic law. However, when examining the transactions between sellers and distributors of imported used clothing, an element of *gharar* is present—specifically, uncertainty regarding the goods being purchased—because sellers are not permitted to inspect the items inside the bags before they are shipped. This constitutes a form of *gharar* that is not permitted in Islam.

KEYWORDS: Fiqh Muamalah, Buying and Selling, Imported Used Clothing, Gharar, DSN-MUI Fatwa

Introduction

A market is a place where buyers and sellers interact to conduct transactions involving the sale of goods and services. Trade is an activity that serves as a means of satisfying human needs, whether for clothing, food or livelihood. This third aspect is a fundamental requirement that must be met by every individual. The goods being bought and sold must be in good condition and of good quality, so that consumers are not disappointed or feel they have been short-changed.[1]

The import process typically involves the import of goods or compensation from another country into that country. The import of goods in large quantities usually requires customs intervention in both the sending and receiving countries. In Indonesia itself, the practice of importing second-hand clothing is currently widespread across almost the entire country.[2]

The buying and selling of second-hand clothing is a form of commercial transaction that requires interaction in commercial life. The meeting between seller and buyer, based on an offer and acceptance, is of great importance, and both parties must understand the laws and regulations

[1]May Shinta Retnowati, Aisy Rahmania, M. Ilham Nazaruddin, 'Training *in the Marketing of Prayungan Village MSME Products on Digital Markets (E-commerce)*', *Educate: Journal of Community Service in Education*, Vol. 2, No. 1, 2022.

[2]Azizah Fatah, Deya Alvina Puspita Sari, Isnaini Syifa Irwanda, *The Impact of the Ban on Second-hand Clothing Imports on Thrift Shop Owners*, Jurnal Economina, Vol. 2, No. 1, January 2023.

governing such transactions. Islam also teaches that human relationships within society must be based on mutual benefit and the avoidance of harm.[3]

Nowadays, trade has evolved in line with the demands of the times. Trade no longer takes place solely between regions, but also between countries. This is known as export and import. Nowadays, a great deal of second-hand clothing is imported into Indonesia from South Korea, Japan, Hong Kong, China, Malaysia and Singapore. This is an area of activity where some people have the capital to set up businesses dealing in imported second-hand clothing. There are many suppliers of imported second-hand clothing at affordable prices. This attracts many buyers, particularly the general public. They believe that buying imported second-hand clothing will not be a problem because the prices are cheaper than new clothes sold in shops , as the imported second-hand clothing is still fit for use by the local population. However, old imported clothing can pose a significant health risk, as it often contains large amounts of bacteria that do not disappear even after several washes. If this issue is not consistently addressed, it will lead to further problems.[4]

This situation has arisen due to a very weak economy and a lack of public awareness of the law. Every item to be purchased should be inspected in person to determine whether it is defective or not. As the nature of the defect itself varies, any measures that prevent such defects from arising help preserve the authenticity of the item.[5]

Consequently, the vast majority of second-hand clothing originates from abroad and is imported into the country. There are risks to the health of humans and other living beings, making it unsuitable and unsafe for the needs and way of life of the general public. In this regard, the Ministry of Trade has issued Regulation No. 18 of 2021 concerning Goods Prohibited from Export and Goods Prohibited from Import, Article 2(3) of which states: "Goods prohibited from import include used bags, used sacks, and second-hand clothing". Such actions may have a detrimental impact on

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[3]Muh Fudhail Rahman, *The Nature and Limits of Gharar in Financial Transactions*, Salam: Journal of Social and Cultural Studies, Vol. 5, No. 3, 2018.

[4]Selviana Samudera, Sophia Al Haniva, Rakha Fairuz Sakhi, *'The Ministry of Trade's Strategy for Addressing "Thrifting" at Senen Market'*, Journal of Government and Policy (JPK), Vol. 5, No. 3, August 2024.

[5]Ahmad Azhar Basir, *Principles of Muamalah Law*, (Yogyakarta: UII Faculty, 1993), p. 83.

domestically produced clothing—the work of our own people—resulting in further losses.[6]

For this reason, every member of the community must be aware of the laws and regulations, particularly those in the city of Banda Aceh and other groups affected by the negative consequences of the sale or purchase of second-hand goods or clothing from abroad (imports).

This situation arises because people believe that selling second-hand clothing can be highly profitable. However, in reality, the buying and selling of second-hand clothing is prohibited. There are very strict regulations prohibiting such practices. Some people are tempted to buy imported second-hand clothing from abroad because they are attracted by well-known brands and relatively high prices. According to those who buy second-hand clothes, they do not even consider these items to be illegal; in fact, there is no guarantee of their cleanliness or hygiene, even though they have been washed many times.

Every person's actions are restricted so as not to contravene just or reasonable rules, and all such actions may be considered righteous because they conform to Islamic law. If people's daily lives were not restricted by evil deeds, they might engage in acts prohibited by Islam; in this case, seeking a livelihood to survive. With regard to money, people may do whatever they wish to earn it, and there are those who monetise or justify such actions unjustly by any means.

According to a statement by Najwa, a *second-hand* clothing seller and shop owner in the Kareìng area, sellers receive second-hand clothes packed in large sacks (peìrbal). However, there are times when sellers cannot be certain of the condition of the *second-hand* clothes contained within these sacks. There are cases where sellers and buyers of second-hand clothes in large quantities purchase from distributors, but not all the clothes in the sacks are in good condition or meet their expectations. Sometimes there are items that cannot be resold at a high profit. Furthermore, if any items are damaged, the distributor must provide compensation in accordance with the extent of

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[6] Ardiansyah, *"The Relevance of Maqasid al-Shari'ah to the Policy Banning the Import of Second-hand Clothing in Indonesia*", Tahkim: Journal of Islamic Civilisation & Law, Vol. 6, No. 2, 2023.

the damage. However, on average, if items are damaged, sellers are unwilling to bear the risk, and this becomes the buyer's responsibility.[7]

According to a statement by Sutrisno[8] , the owner of a shop specialising in imported second-hand clothing, sellers receive imported second-hand clothing packed in sacks and cartons, however, sometimes sellers cannot be certain whether all the imported second-hand clothing they send is fit for use or not, within the bales of imported second-hand clothing, there are at least 10–15 rejected items (unfit for wear), comprising *items* such as shirts, trousers, ties, hats, shoes and so on. These imported second-hand garments usually originate from South Korea, Japan , and Malaysia, with a gross cost of up to Rp.8,000,000 from the distributor, depending on the nature of the order. Distributors essentially dispatch goods in accordance with the seller's order, but they do not bear any liability or provide compensation for any rejected items, as this is an inherent risk in the trade of second-hand clothing, which is, moreover, illegal.

Therefore, based on the expert's explanation, there is an element of gharar (uncertainty) in the second-hand clothing that was deliberately dispatched, in that each bale sent concealed information regarding the subject of the sale, namely the imported and packaged second-hand clothing. As they are unfit for resale, this results in a party being disadvantaged in this matter, namely the buyer. Furthermore, the seller also reaps substantial profits from these sales. This runs counter to the principles of honesty and transparency expected in sales transactions under Islamic law.

In fact, MUI DSN Fatwa No. 110/DSN-MUI/IX/2017 concerning sales and purchase contracts stipulates that such contracts are invalid if they do not comply with the provisions of muamalah. Sales and purchases are permitted and justified by religion, but must fulfil the conditions and essential elements of a sale and purchase. The essential elements and conditions of a sale and purchase are the provisions within the transaction that must be met for the sale and purchase to be valid according to *Sharia* law (Islamic law). The conditions and pillars of a sale and purchase transaction include: the

[7]Najwa (aged 28), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 20 January 2025

[8]Sutrisno (aged 34), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 22 January 2025

seller and the buyer; the shighat or expression of offer and acceptance; the goods; and the exchange value.[9]

A 'gharar' sale and purchase is one that contains an element of deception.[10] Gharar is a transaction in which there is an element of uncertainty, speculation or doubt that leads to dishonesty in the transaction.[11]

Based on the above discussion, it is interesting to examine in greater depth the Islamic legal perspective on the practice of buying selling imported second-hand clothing, and it is hoped that the findings of this research will be of benefit, both theoretically and practically. Theoretically, it is hoped that this research will contribute to the body of knowledge by broadening perspectives and providing references in the field of buying and selling. Meanwhile, from a practical perspective, the results of this research are expected to provide an overview of the trade in imported second-hand clothing in Banda Aceh, thereby offering the public a deeper understanding of this trade in the city of Banda Aceh.

Research Methodology

The type of research employed in this study is qualitative research, utilising fieldwork with a descriptive analytical approach. This was chosen because it provides an in-depth understanding of the fiqh mu'amalah perspective on the practice of buying and selling imported second-hand clothing; this type of research also enables the collection of detailed and comprehensive information regarding the practice of buying and selling second-hand clothing. By using this , the researcher will be able to explore various factors that influence the buying and selling of imported second-hand clothing, including cultural, social and economic factors.

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[9]Syaik Abdillah, Annisa Syifaulhuda, *'An Analysis of Sharia Economic Law Regarding the Sale and Purchase of Food Without a Price'*, Journal of Sharia Economic Law, Vol. 2, No. 1, 2023.

[10]Azzahra Kamila Cahyani Masdar, Lailatun Nadira, Nuradilla, Wismanto, *'A Model of Uncertainty in Sales Transactions'*, MARAS: Multidisciplinary Research Journal, Vol. 2, No. 1, 2024.

[11]Siti Sofiah Rahmawati, Ahmadih Rojalih Jawab, *'Basic Concepts of* Gharar', Ulil Albab: Multidisciplinary Scientific Journal, Vol. 2, No. 11, 2023.

DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017 Regarding: Sales Contracts

The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) is a specialised council responsible for issuing fatwas relating to mu'amalah fiqh.[12] the main tasks of the DSN-MUI is to investigate, analyse and formulate the values and principles of Islamic law in the form of fatwas to serve as guidelines for economic activities in general, particularly in relation to transactions within Sharia Financial Institutions (SFIs).[13]

Recognition of DSN fatwas—as the sole guideline in conducting Sharia-compliant economic and financial operations, with the aim of minimising differences in Sharia interpretation that may lead to discrepancies in the determination of legal rulingsarise in specific cases. The importance of this stems from the fact that the domain of Islamic legal rulings and the flexible nature of fiqh are extremely broad and are heavily influenced by various factors that affect their determination.

The DSN-MUI fatwa follows the guidelines of the MUI Fatwa Commission, which stipulate that every issue must be addressed on the basis of the Qur'an, hadith, ijma' and qiyas. Before a fatwa is issued, the views of the imams of the madhhabs on the issue to be discussed, along with their evidence, must be carefully examined.[14] Over , the DSN-MUI has issued various fatwas, including those relating to Islamic economics, such as DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017.

The aforementioned fatwa clarifies that a sale purchase contract, in accordance with the Principles of Islamic Jurisprudence set out in DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017, is an agreement between the seller *(al-ba'i)* and the buyer *(al-mu'sytari)* which results in the transfer of ownership the goods being traded (the goods *[mabi'/mu'tsman]* and the price *[tsaman]).*[15]

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[12]Muhammad Izazi Nurjaman, Dena Ayu, *'The Role of MUI's National Sharia Council (DSN) Fatwas in Ensuring the Operational Sustainability of Sharia Financial Institutions*', al-Iqtishod: Journal of Islamic Economic Thought and Research, Vol. 9, No. 2, 2021.

[13]Ichwan Ahnaz Alamudi, Sulaiman Kurdi, Ahmadi Hasan, *The Status of Fatwas Issued by the National Sharia Council within the Framework of National Legal Policy*, Journal of Sharia Economic Law, Vol. 7, No. 1, 2024.

[14]Muannif Ridwan, M. Hasbi Umar, Abdul Ghafar, *'Sources of Islamic Law and Their* Implementation', *Borneo: Journal of Islamic Studies*, Vol. 1, No. 2, 2021.

[15]DSN-MUI Fatwa No. 110/DSNMUI/IX/2017 on Sales Contracts.

This sale purchase is a legal transaction that results in the transfer of rights to the goods from the seller the buyer; therefore, it must fulfil the conditions and requirements for a valid sale purchase.[16] An explanation regarding the sale and purchase transaction can also be found briefly in DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017, as follows:

1. The requirements regarding *the 'sighat al-'aqd'* (ijab and kabul) are as follows:
    a. A sale purchase agreement must be set out clearly and unambiguously so that it can be understood by both parties, namely the seller and the buyer.
    b. A sale and purchase agreement may be concluded in various ways, such as orally, in writing, gestures and physical actions, and may also be conducted electronically in accordance with the principles of Sharia and the legal provisions.[17]
2. The requirements relating to the parties to a sale and purchase agreement are as follows:
    a. The seller *(al-ba'i)* and the buyer *(al-mu'sytari)* may be entities deemed equivalent to , including those with without legal status, in accordance with the provisions of the law.
    b. Sellers and buyers must have adequate knowledge of legal capacity *(ahliyah)* in accordance with the principles of Sharia and the legal provisions.
    c. The seller and the buyer must have the authority (jurisdiction) to enter into a contract of sale, whether be the authority inherent (held by the seller by virtue of their status as the owner) or authority as a representative (held by the seller by virtue of their status as owner's representative guardian), for example as an agent.[18]
3. The provisions relating to the subject matter the sale and purchase :

[16]Chairuman Pasaribu and Suhrawardi K. Lubis, *Contract Law in Islam* (Jakarta: Sinar Grafika, 1994), p. 34.

[17]Gini Gaussian, Luthfia Putri Fahira, *'An Analysis of the Maqashid al-Shari'ah Regarding the Sale of Imported Second-hand Clothing* (Thrift)', Journal of Shari'ah Economic Law, Vol. 3, No. 1, 2024.

[18]Kurniawaty, Sarah Puspita, Winda Ramayani, Wismanto, *'Sales and Purchase Transactions from an Islamic* Perspective', MARA: Journal of Multidisciplinary Research, Vol. 2, No. 1, 2024.

   a. The subject matter of the sale may take the form of goods rights, wholly owned by the seller.
   b. The subject matter of the sale must comply with Sharia and may be traded in accordance with religious law and legislation.
   c. The subject matter of the sale must be specific, definite and capable of being delivered at the time of the transaction in accordance with the agreement if of sale is used.
   d. If the object of sale is a right, the provisions of the MUI Fatwa and the legal regulations concerning the Protection of Intellectual Property Rights .[19]
4. The provisions governing sale and purchase transactions are as follows:[20]
   a. The price must be determined definitively at the time of the transaction, whether through direct negotiation, auction tender.
   b. The seller is only obliged to disclose the purchase price in transactions, such as murabahah , and is not obliged to do so in other transactions.
   c. Payment of the price may be made in cash, deferred, in instalments.
   d. The price in a non-cash transaction need not be the same as the price in a cash transaction.

In light of the above, the Indonesian public requires clear guidelines on how to conduct sales and purchase transactions. Although the DSN-MUI has issued fatwas relating to sales purchase transactions for various business sectors, there is still no overarching fatwa covering all sales and purchase transactions. , the DSN-MUI recognises the need to issue a fatwa that encompasses guidelines on sales and purchase transactions to serve as a reference.

[19]Fatwa of the National Sharia Council – Indonesian Ulema Council No. 110/DSNMUI/IX/2017 on Sales Contracts.

[20]Ibid.

The Trade in Imported Second-hand Clothing

The city of Banda Aceh is the capital of Aceh province, where the distribution of imported second-hand clothing is growing rapidly as it is a region with enormous potential for the marketing of such goods. The practice of buying and selling imported second-hand clothing—more commonly known as *'thrifting'*— grown rapidly and has been well received by the people of Banda Aceh; indeed, many are willing to travel long distancesfrom various areas around the city of Banda Aceh to imported second-hand clothing. Referring to the results of an interview with Saudara Suitrisno, the owner of Ct , a businessman specialising in the buying and selling of imported second-hand clothing, he stated that imported second-hand clothing has become a highly promising business opportunity for some members of the public, requiring only modest capital whilst offering substantial profits.[21] This was also confirmed by Ahmad Mauilana, a trader imported second-hand clothing who sells from his home. In an interview, he said: "I have been trading in imported second-hand clothing since 2022, with an average monthly income of eight to nine million, depending on the quality of the goods that arrive."[22]

Second-hand clothing traders order bundles bales of clothing from distributors agents for resale, distributors source the said second-hand clothing from abroad and resell it to traders the public in the form of bundles large sacks. According to Islamic law, the practice of buying and selling must be carried out with goods that are clearly defined in terms of quantity and quality, so that there is no fraud, deception or other elements that could invalidate render the transaction unlawful.[23]

The trade in imported second-hand clothing is carried out as follows: traders order and purchase imported second-hand clothing from overseas distributors in the form of bales or (bales), and then resell them individually; the said imported second-hand clothing is ordered by the seller from overseas distributors by telephone via chat, as revealed in an interview with

[21]Sutrisno (aged 34), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 20 January 2025

[22]Najwa (aged 33), seller of imported second-hand clothing, *interview*, Banda Aceh, 20 January 2025

[23]Asmuliadi Lubis, *'Market Stall Trading Practices in Malangbong Village, Garut Regency, from an Islamic Perspective*', Al Barakat: Journal of Sharia Economic Law Studies, Vol. 3, No. 2, 2023.

Sutrisno regarding the imported second-hand clothing he sells; Sutrisno stated:

"I order imported second-hand clothes by telephone via WhatsApp by giving the agent the item , such as the item for men's clothing the item for women's clothing; once I've given , only then is the money transferred, and the agent then sends the goods in accordance with our order ".

Sutrisno also said that following the arrival of the ordered goods, the goods would then be inspected and sorted according to their quality; those in good condition would be grouped together with others in good condition, whilst those with minor damage would be grouped with similar items, and only then are they taken for launderling before being put up for sale.[24]

Based on the statements of importers of second-hand clothing obtained from interviews, it can be established that the traders obtain imported second-hand clothing from distributors in the form of bales, which contain a variety of clothing types of quality. The retailers are unable to inspect the contents of these bales; they can only check theprinted on the bales to ensure they match their orders. Only after the goods have arrived at the shop do the sellers inspect them by , sort them according to quality category, and then wash them to be sold to prospective buyers.

A Review of Gharar and DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017

A sale purchase transaction is an agreement to exchange goods for goods, accompanied by the right of ownership, on a voluntary basis in accordance with the provisions of Islamic law. A valid sale and purchase transaction according to Islamic law is one that fulfils the provisions laid down in Islam, those that fulfil the conditions and requirements, as these conditions and terms are the most important aspects of a sale transaction; a sale and purchase can only be considered valid if it fulfils both of these requirements.[25]

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[24][24]Sutrisno (aged 34), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 20 January 2025

[25]Sri Ulfa Rahayu, Sahrudin, Sandrina Malakiano Ritonga, *'An Analysis of Buying and Selling from an Islamic Perspective'*, El-Mujtama: Journal of Community Service, Vol. 4, No. 2, 2023.

Among the many forms of buying and selling, there are those that are prohibited and others whose legal status is questionable; therefore, it is of the utmost importance for Muslims to understand and be aware of thethat render such transactions valid invalid, especially as commercial transactions are part of everyday life for the community. However, looking at the reality today, there are many who disregard this matter; many do not care whether the buying and selling practices that take place are in accordance with Islamic law not, and are solely focused on reaping large profits, prioritising worldly gains over seeking blessings for the buying and selling activities they undertake.[26]

DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017 was issued as a guideline for the conduct of sale and purchase transactions in accordance with Sharia principles. This fatwa explains that a sale and purchase contract *(al-bay')* is an agreement between the seller *(al-ba'i)* and the buyer *(al-mu'sytari)* which results in the transfer of ownership of item in exchange for a consideration *(tsaman)*.[27]

Based on DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017, the following are the types of sale and purchase contracts:[28]

1. *Bai' al-muìsawamah:* A sale at a price agreed through bargaining; the ra'suìl mal (the purchase price plus costs) need not be disclosed by the seller to the buyer.
2. *Bai' al-amanah*: A sale in which the ra'suìl mal must be paid by the seller to the buyer.
3. *Bai' al-mu'izayadah:* A sale at the highest price determined through bargaining.
4. *Bai' al-muìnaqashah:* A sale at the lowest price, which is also determined through bargaining.
5. *Al-Bai' al-hal:* A sale purchase transaction with payment made in cash, also known as al-bai' al-mu'ajjal naqdan.
6. *Al-Bai' bi al-taqsith:* A sale and purchase transaction where payment is made in instalments.

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[26]Maman Suryaman, Hasan Bisri, *'Principles and Basic Rules of Transactions in the Sharia Economic System*', Al Mashalih: Journal of Islamic Law, Vol. 4, No. 1, 2023.

[27]https://putusan3.mahkamahagung.go.id/peraturan/detail/11eb3f759876c5348a00313530363236.html accessed 20 June 2025

[28]https://dsnmui.or.id/kategori/fatwa/page/6 accessed 20 June 2025

7. *Al-Bai' bi al-taqsih:* A sale in which payment is made in instalments in stages.
8. *Bai' al-salam:* A sale and purchase transaction in the form of an order for goods with criteria, whereby the price must be paid in cash at the time of the contract.
9. *Bai' al-istishna:* A sale in the form of a contract for the manufacture of goods according to criteria, whereby payment of the price is based on an agreement between the buyer and the seller.
10. *Bai' al-mu'arabahah:* sale purchase transaction in which the purchase price is specified to the buyer, whereby the buyer pays an additional amount as profit.

Gharar, as defined in DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017, to the prohibition of sales practices involving uncertainty high risk. Gharar is regarded as a detrimental element in transactions, as it can lead to fraud and injustice between the parties involved in the sale purchase.[29]

Gharar is defined as the sale or purchase of goods involving uncertainty, where the parties is not clearly informed about the subject matter of the transaction, whether in terms of quality, quantity or price. This fatwa emphasises that transactions involving gharar must be avoided in order to uphold fairness and transparency in trade.[30]

This fatwa also emphasises the prohibition of gharar (uncertainty) in sales contracts, as it may lead to injustice and loss for the parties. This is explicitly stated in the following provision:

"The object of the sale and purchase must be clearly known to both parties, in terms of its type, nature, dimensions and quantity."

This provision indicates that the element of gharar is categorically rejected in Sharia-compliant sales transactions, as it contradicts the principles of clarity, fairness and certainty in mu'amalah.

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[29] https://repository.metrouniv.ac.id/id/eprint/8764/1/SKRIPSI%20Doni%20Indrawan%20-1902022005%20-%20HESY.pdf accessed 21 June 2025

[30] https://journal.walisongo.ac.id/index.php/economica/article/download/773/684/1440 accessed 20 June 2025

The mandatory requirements that have been fulfilled in the practice of buying and selling imported second-hand clothing in several shops in the city of Banda Aceh are as follows:

1. *Al-'Aqidain* refers to the two parties entering into the contract, who in this study are referred to as the seller of imported second-hand clothing (al-Ba'i) and the buyer of imported second-hand clothing (al-Mu'isytari).
2. *Al-Sighat* refers to the utterance of the ijab and qabul, which in this study constitutes the handover of goods between the seller and the buyer in a transaction involving the sale purchase of imported second-hand clothing.
3. *Al-ma'quìd 'alaihi* refers to the object of the sale and purchase, which in this study imported second-hand clothing such as jackets, , trousers and other items.

In there are established terms and conditions of sale which must be fulfilled in the transaction in question for it to be considered valid; among the conditions that must be met relating to the parties conducting the transaction and the subject matter of the transaction, being traded.

Conditions for the parties to the transaction (lender and buyer)

1. There must be an element of mutual consent between the lender and the borrower

   If both parties to a and purchase transaction enter into the transaction of their own free will, both consent to the said sale purchase transaction, then the said sale and purchase transaction is deemed valid. As Allah, the Exalted, states in Surah an-Nisa', verse 29:

اِلَّآ اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۗ

   which means "except in trade based on mutual consent between ."[31]
2. The conditions for the validity of the transaction must be met by both parties.

   The conditions for the validity of a transaction are that the seller and the buyer must be of sound mind, legally competent, and not of

[31]Ministry of Religious Affairs of the Republic of Indonesia, *The Qur'an and Its Translation* (Jakarta: Ummul Qura, 2017), p. 84.

unsound mind a slave who does not have their master's permission to enter into a sale and purchase transaction.

3. Secondly, both parties to the transaction must be the rightful owners of the goods being traded, as stated by the Messenger of Allah in the hadith narrated by Majah:

   لَا يَحِلُّ بَيْعُ مَا لَيْسَ عِنْدَكَ

   which means "it is not lawful to sell that do not possess".[32]

This hadith explains that in a sale and purchase transaction, the goods being must be wholly owned by the seller. In this study, the goods sold by several shops in Banda Aceh were the property of the sellers of the imported second-hand clothing in question, having been purchased from a distributor.

The conditions for the object of the transaction, *al-Ma'quìd 'alaihi* (the goods purchased under the contract), are as follows:[33]

1. Goods that are subject to compulsory purchase are goods that may be utilised without restriction.
   The trade in imported clothing in the city of Banda Aceh involves the sale of useful goods, namely clothing. Clothing is classified as a basic necessity and is essential for people to cover their bodies; although the clothing being bought and sold is second-hand, it is still fit for use.
2. The items to be purchased and the means of payment must be handed over.
   The goods forming the subject of the transaction are imported second-hand clothing, which are handed over upon payment.
3. The goods to be purchased and the means of payment are known to both parties.
   The goods to be purchased are second-hand clothes, as agreed by both parties; the buyer identifies the goods to be purchased from the seller of imported second-hand clothes by visiting the shop by the

[32]Muhammad Nashiruddin al-Albani, *Shahih Sunan Ibn Majah*, Volume 2 (East Java: Maktabah az-Zaen), p. 314.

[33]Zora Febriena Dwithia Hidayat Putri, '*Legal Education for the Public on Sales and Purchase* Agreements', *Journal of Legal Dedication*, Vol. 1, No. 2, 2021.

seller, whereupon the seller receives payment from the buyer for the sale that has taken place.

The buying and selling that take place in society will continue to evolve in step with the changing times, given how today's technology is advancing at an ever-increasing pace, day by day, it is not inconceivable that buying and selling practices will also keep pace with technological developments, however, what we must be aware of is that every transaction must comply with the norms and laws laid down in Islamic Sharia and be in line with the maqasid al-sharia, so as to bring benefit to the transactions carried out and to avoid anything that may cause harm to either party.[34]

The Messenger of Allah (peace be upon him) said,[35]

الْمُسْلِمُ أَخُو الْمُسْلِمِ، وَلَا يَحِلُّ لِمُسْلِمٍ بَاعَ مِنْ أَخِيهِ بَيْعًا فِيهِ عَيْبٌ إِلَّا بَيَّنَهُ لَهُ

Meaning: "A Muslim is a brother to another Muslim; therefore, it is not permissible for a Muslim, when selling with a defect to his brother, to do so unless he has made defect clear to him."

This hadith explains that, as Muslims, we are forbidden from wronging one another and causing harm to one another, as such actions are reprehensible and deeply abhorred by Allah the Almighty; therefore, the transactions we carry out must prioritise honesty and the pleasure of Allah ( ) in order to avoid buying and selling characterised by deception and falsehood.

From the above discussion regarding the practice of buying and selling imported second-hand clothing in the city of Banda Aceh, when from the perspective of fiqh mu'amalah, this buying and selling practice is in accordance with and fulfils the conditions and requirements of a sale, as it is based on the principle of mutual consent, namely that the seller receives payment for the second-hand clothing they sell and the buyer obtains the clothing they desire at a relatively low price. , the quality and condition of the goods being traded can be clearly ascertained, so that the buyer is given the opportunity to select the clothes they wish to purchase and to negotiate with the seller to agree on a fair price before completing the transaction.

[34]Jamaluddin, *Basic Concepts of Muamalah and the Ethics of Buying and Selling (al-Ba'i) from an Islamic Perspective*, Journal of Islamic Thought, Vol. 2, No. 2, 2017.

[35]Sulaiman ibn Ahmad ibn Ayyub ibn Mutir al-Lakhmi al-Syami al-Tabrani, **al-Mu'jam al-Kabir**, Vol. 17, p. 317.

Consequently, no elements that are prohibited or forbidden have been identified in the practice of buying selling imported second-hand clothing in Banda Aceh.

Whereas transactions carried out by buyers and distributors involve an element of *gharar* (uncertainty), where the lender of imported second-hand clothing, when ordering and purchasing goods from the distributor in the form bales, (bales), the buyer is unable to ascertain with certainty the condition, quality and quantity of the clothing contained within the bales in question. In Islam, it is stipulated that the condition, quality and quantity of goods being bought and sold must be clearly known, so as to avoid fraud. As the Messenger of Allah forbade transactions involving *gharar*as follows:[36] Meaning: "The Messenger of Allah, peace and blessings be upon him, forbade the sale of *al-hashah* and the sale of gharar"

Transactions involving al-hashah and gharar are commercial practices that involve an element of uncertainty, such as, for example, selling a bird whilst it is in flight. Transactions involving 'al-hashah' and 'gharar' are prohibited because they involve an element of uncertainty that may cause harm to the parties in a transaction.

Although, in practice, the sales and purchase transactions carried out by sellers and distributors contain an element of gharar, this gharar falls under the category of ' ' gharar Yasir, that is, a minor and excusable form of *gharar*.[37] Just as was practised by the Companions during the lifetime of the Messenger of Allah (peace be upon him). The Companions carried out sales purchase transactions using the lump-sum system, and this is permitted by Islamic law despite the presence of a minor element *of gharar*. As in the hadith of the Messenger of Allah narrated by 'Abdullah ibn 'Umar as follows:[38]

كُنَّا نَشْتَرِي الطَّعَامَ مِنَ الرُّكْبَانِ جِزَافًا فَنَهَانَا رَسُولُ اللهِ أَنْ نَبِيعَهُ حَتَّى نَنْقُلَهُ مِنْ مَكَانِهِ

Meaning: "In the past, we (the Companions) used to buy food from traders by estimate (without specific measurements or weights), so the

[36]Abu al-Husain Muslim ibn al-Hajjaj al-Qusyairi al-Naisaburi, *Sahih Muslim*, Vol. 5, p. 3.

[37]Muhammad Izzam Affero, Imron Mustofa, *'The Dynamics of the Concept of Gharar in Financial Transactions from the Perspective of Classical Fiqh Scholars*', *Ma'mal: Journal of the Sharia and Law Laboratory*, Vol. 5, No. 5, 2024.

[38]Bahauddin 'Abdurrahman ibn Ibrahim al-Maqdisi, **al-Uddatu Syarhu* al-Umdah* (Cairo: Dar al-Hadith, 1423 H/2003 CE), p. 244

> Messenger of Allah (peace be upon him) forbade us from reselling it until we had moved it from its original place."

This hadith explains to us that the practice of buying and selling under a lump-sum system was one of the methods of trade employed by the Companions during the lifetime of the Prophet (peace be upon him). He did not prohibit it; rather, he prohibited reselling the goods until they had been moved from their original location. This constitutes the Prophet's (peace be upon him) approval of the practice of buying and selling on a lump-sum basis.

In principle, a sale purchase transaction is not valid if it causes one the parties to suffer a loss. However, the transaction that took place in this research case between the seller and the distributor under the lump-sum system do not raise any issues regarding the terms of handover of the goods in question and are considered to be a matter that can be tolerated understood, as it would take a long and would be very difficult for the distributor if they had to open and inspect the contents of the garments in the bales .[39] the retailers who purchase imported second-hand clothing from the distributor still derive a profit from the garments they sell. As stated by Najwa, the owner of Najwa's *Thrift* , during an interview with the relevant parties, Najwa explained that the clothing obtained from the distributor, , generates a profit even though some of the items are torn or have faded colours. This has become a condition of the transaction when receiving the goods from the distributor, who does not permit the contents of the bags to be inspected before the goods arrive. However, these garments can still be sold after the damage has been repaired and they have been thoroughly washed. Furthermore, if garments of very poor quality are received but are still fit for wear, they will still be sold to workers who require special workwear, such as construction workers, at a price of 10,000to 15,per item.[40]

This statement was also corroborated by Sauidara Suitrisno, the owner of Ct who also sells imported second-hand clothing in Banda Aceh, in an

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[39]Sri Handayani, Asep Ramdan Hidayat, '*A Fiqh Muamalah Review and Analysis of Consumer Behaviour in Islam Regarding the Sale and Purchase of Houses under the Borongan* System', JRES: Journal of Sharia Economic Research, Vol. 2, No. 1, 2022.

[40]Najwa (aged 28), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 20 January 2025

interview with Saudara Suitrisno[41] , he also explained that although the purchase of single bale of the second-hand clothing in question contained some items of poor quality, this did not result in the traderincur a loss, as some of the damaged garments in question can still be repaired through a special maintenance process, so they will still make a profit from the sale in question.

Based on the statement provided by the importer of second-hand clothing mentioned above, we can see that the trader does not take issue with, and accepts, the fact that second-hand clothing received in bale from a distributor cannot be opened and inspected as a condition of acceptance of the goods in question, even though they often receive some damaged garments. However, the sale of such garments cannot be categorised as a loss but rather a profit; consequently, it falls under the category of *'gharar Yasir'* (minor uncertainty), which is permissible and does not invalidate the contract.

Conclusion

Based on the above description, we can draw several conclusions: the system for buying and selling imported second-hand clothing in Banda Aceh is carried out by wholesalers who order and purchase imported second-hand clothing from distributors in the form of bales, on the condition that the trader is unable to inspect the contents of the bales, meaning the trader cannot ascertain the quality and condition of the second-hand clothing they are purchasing, as second-hand clothing purchased in bales varies in type and quality, necessitating a process of repair and alteration for damaged . However, this does not invalidate the validity of the sale contract, as this falls under the category of *'gharar Yasir',* which is permitted and valid under Islamic law.

If we examine from the perspective of the contract between the seller and the buyer, the practice of buying and selling imported second-hand clothing in Banda Aceh generally fulfils the conditions and requirements for a sale as stipulated in fiqh mu'amalah, as it is based on the principle of mutual consent and fulfils the other conditions and requirements. Buyers obtain the

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[41]Sutrisno (aged 34), Seller of Imported Second-hand Clothing, *Interview*, Banda Aceh, 22 January 2025

garments they desire at a relatively low price, whilst sellers receive payment for the goods sold. , the condition and quality of the items being traded by sellers and buyers are clearly known, so that the buyer is also given the opportunity to negotiate with the seller until a suitable price is reached. As it has fulfilled all aspects of the terms and conditions of sale purchase, the practice of buying and selling second-hand clothing in Banda Aceh is in accordance with Islamic law.

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