

ISLAMIC LAW REVIEW OF THE CONSIGNMENT AGREEMENT FOR THE SALE OF FREE-RANGE CHICKEN EGGS: STUDY OF IJARĀH 'ALA AL-'AMĀL CONTRACT

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Abstract

The aim of this research is to understand the business carried out, investigate the marketing methods applied and examine the agreement to sell free-range chicken eggs through a consignment system based on a review of the *ijarah 'ala al-'amal* contract in the Kuta Baro District area. Researchers used observation and interview methods to collect data. This research uses a descriptive approach to process data to draw conclusions about the consignment-based sales system within the framework of the *ijarah 'ala al-'amal* contract in the Kuta Baro District area. The research results show that free-range chicken egg business owners have reached informal agreements with several coffee shops and cafes to place their products. Sales of free-range chicken eggs are regulated through a consignment system with profit sharing usually calculated based on a percentage of total sales, namely 80% for egg owners and 20% for coffee shop or cafe managers. *Ijārah 'Ala Al-'Amāl* is an agreement that regulates the use of someone's services for certain tasks with commercial purposes that generate profits, such as delivering customer orders to the desired location. Types of work that combine these aspects are generally found among entrepreneurs cultivating free-range chicken eggs. Village chicken egg entrepreneurs market their products by handing over their eggs to sell to various places such as shops, kiosks and coffee shops. In this case they use a consignment system where the eggs are entrusted to the shop which then sells them to buyers.

Keywords: Agreement, Islamic Commercial Law, Ijarah 'ala al-'amal, Market

Abstrak

Tujuan dari penelitian ini adalah untuk memahami usaha yang di laksanakan, menyelidiki metode pemasaran yang diterapkan dan mengkaji kesepakatan penjualan telur ayam kampung melalui sistem konsinyasi berdasarkan tinjauan akad ijarah 'ala al-'amal di wilayah Kecamatan Kuta Baro. Peneliti menggunakan metode observasi dan wawancara untuk mengumpulkan data. Penelitian ini menggunakan pendekatan deskriptif untuk mengolah data dalam menarik kesimpulan tentang sistem Penjualan berbasis konsinyasi dalam kerangka akad ijarah 'ala al-'amal di wilayah Kecamatan Kuta Baro. Hasil penelitian menunjukkan bahwa pemilik usaha telur ayam kampung telah mencapai kesepakatan informal dengan beberapa warkop dan kafe untuk menempatkan produk mereka. Penjualan telur ayam kampung diatur melalui sistem konsinyasi dengan pembagian keuntungan biasanya di hitung berdasarkan persentase dari total penjualan yaitu 80% untuk pemilik telur dan 20% untuk pengelola kedai kopi atau kafe. Ijārah 'Ala Al-'Amāl merupakan sebuah perjanjian yang mengatur penggunaan jasa seseorang untuk tugas tertentu dengan tujuan komersial yang menghasilkan keuntungan, seperti pengiriman pesanan pelanggan ke lokasi yang di inginkan. Tipe pekerjaan yang mengkombinasikan aspek ini umumnya di temukan di kalangan pengusaha pembudidaya telur ayam kampung. Pengusaha telur ayam kampung memasarkan produknya dengan cara menyerahkan telur-telur nya untuk dijual ke berbagai tempat seperti toko, kios, dan warung kopi. Dalam hal ini mereka menggunakan system konsinyasi dimana telur-telur di titipkan pada toko yang kemudian menjualnya kepada pembeli.

Katakunci: Hukum Bisnis Islam, Ijarah 'ala al-'amal, Perjanjian Consigesi

INTRODUCTION

In muamalah fiqh, there is a discussion on ijārah, which is defined by scholars as an agreement to utilize the services or benefits of an object for a payment that has been agreed upon by both parties.¹ Various fiqh literature presents this view, for example, according to the Hanafi scholars, ijārah is a contract in exchange for a certain benefit.² The Hanafi approach is simple, but it encapsulates the essence of all types of ijārah transactions. Basically, ijārah is an agreement that aims to utilize the services or benefits of an object,

¹ Yusnedi Achmad, *Aspects Legal in Economics* (Yogyakarta: Deepublish, 2015).

² S Meliala, *Development of Law Civil on Objects and Law Bond* (Bandung: Nuansa Aulia2015).

and this general interpretation of the term allows it to cover all aspects related to *ijārah*.³

According to the Malikiyah view, *ijārah* is defined as the granting of the right to utilize something for a certain period of time with compensation. This definition is similar to the view held by the Hanbalis.⁴ Among the Shafi'i scholars, *ijārah* is understood as a contract for a certain benefit that is explicitly permitted, can be granted, and can be replaced with something equivalent.⁵

In *ijārah* contracts, there are two types, the first being *ijārah a'la al-'amal* and *ijārah a'la al-manfa'ah*. The *ijārah āla al-āmāl* contract is formed through the use of the services of a person who has certain skills, be it technical or non-technical skills to complete a task. According to the jurists, this *ijārah a'la al-'amal* contract can be applied to a variety of jobs as long as the output and performance can be measured as part of the contract. Examples of *ijārah āla al-āmāl* applications include jobs such as chefs specializing in free-range chicken eggs in restaurants, designers working in convection companies, or doctors practicing in clinics and hospitals.⁶

This *ijārah āla al-āmāl* agreement focuses on the utilization of energy and abilities as a means of business that generates income and economic benefits. The tenants (*musta'jir*) offer their expertise to be utilized by those who require the tenants' labor, expertise, and capabilities, which is a combination of labor and interpersonal skills. The type of work that combines these two aspects is commonly found among free-range egg farmers. These entrepreneurs take a pragmatic approach to marketing their products, by handing over the eggs to be sold in various places such as shops, kiosks and coffee shops. The sales methods used by these entrepreneurs do not follow an organized strategy to expand their business or increase their production.⁷

Local chicken egg entrepreneurs often work with other parties to market their products. In this case, they use a consignment system, where the eggs are deposited with shops or traders who then sell them to buyers. This system is very helpful in increasing the sales and distribution of free-

³ Nasroen Harun, *Fiqh Muamalah* (Jakarta: Gaya Pratama Media, 2009).

⁴ Haroen Nasrun, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2009).

⁵ Nasroen Haroen, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007).

⁶ Zahri, 'Hasil Interview with Zahri' (Entrepreneur Egg Chicken Hometown, 2023).

⁷ Tim Penulis Kamus Aneka Ilmu, *Kamus Hukum* (Semarang: Aneka Ilmu, 1997).

range chicken eggs.⁸

Generally, there are two methods of making a consignment agreement. The first method is where the manufacturer sets the selling price to the customer, and the seller receives a commission based on that price. The second method is for the seller to set the selling price to the consumer by adding a profit margin to the price set by the manufacturer.⁹ In a consignment agreement, the manufacturer or consignor hands over the authority to sell the product to the consignee, but the manufacturer still retains full ownership of the product. The consignee has responsibility for the product until it is successfully sold to consumers. Based on the views of several legal experts, in this consignment agreement, determining the price is entirely the right of the owner of the goods. On the other hand, the agent or consignment seller only gets a commission from the sales made, without any profit obtained from the selling price of the goods.¹⁰

In this marketing arrangement, free-range egg producers hand over their products to be sold by coffee shop and grocery store owners. The delivery of free-range chicken eggs to the traders is only done by writing the name of the egg business owner and the number of eggs on a piece of paper. In this case the coffee shop receives the eggs with an agreement period of one week, if the free-range chicken eggs entrusted to the coffee shop are not sold out for one week the eggs are returned and replaced with new eggs.¹¹ In the agreement there is a clause that the period of entrustment of free-range chicken eggs is for one week, if during this period there is a bad product it is entirely the responsibility of the producer and becomes his loss. When entrusting eggs, traders fully trust the amount given by the entrepreneur without the need to recalculate.¹²

The cooperation between entrepreneurs and egg traders in consignment agreements is very interesting to study, especially in terms of egg traders' strategies to increase sales of free-range chicken eggs that are consigned to them. In some cases, this consignment agreement presents issues that can lead to gharar, affect the validity of the contract, and raise various other legal issues. Based on the background described above, the author uses it as a reference to write an article entitled "Islamic Law Review

⁸ Artje Tehupior, *The Meaning of Consignment Acquisition for Land for Interest Public* (Jakarta: Raih Asa Sukses Penebar Swadaya Group, 2017).

⁹ Team of Writers of Dictionary Various Sciences, *Dictionary Legal*.

¹⁰ Zahri, 'Hasil Interview with Zahri'.

¹¹ Asnawi, 'Hasil Interview with Asnawi' (Owner Shop Coffee, 2023).

¹² Nasrul, 'Hasil Interview with Nasrul' (Warung Kopi Bit Ron, 2023).

of the Consignment Agreement for the sale of Kampung Chicken Eggs in Kuta Baro District in the Perspective of *Akad Ijarah Ala Al' Amal*

RESEARCH METHODS

This research adopts the socio-normative method to examine the material on the work contract between producers and traders of free-range chicken eggs, which aims to expedite the business operations of selling eggs to consumers. The information collected was analyzed through descriptive approach, focusing on the cooperation model carried out by both parties in the Kuta Baro District area. By using descriptive analysis, the author processes the data to draw conclusions about the consignment-based sales system within the framework of the *ijarah Ala Al' Amal* contract.

Data collection methods can be done by collecting primary and secondary data. Primary data is collected through direct interviews with free-range chicken egg sellers in Kuta Baro District while secondary data collected from this research includes hadith, literature, journals, papers, online articles, books and other relevant sources related to the research topic and data collected from this research.¹³

Data collection techniques were conducted through observation and interviews. Observations were made by monitoring how free-range chicken eggs are stored by producers and how they are sold by traders. These traders included those selling in coffee shops, kiosks and young coconut water sellers in the Kuta Baro sub-district area, including Ujong Blang village and Lam Ateuk market. The interview method applied was a guided interview, where the researcher had developed a series of open-ended questions. These questions were asked to respondents, which included free-range chicken egg producers and sellers operating in the Kuta Baro sub-district area.

RESULTS AND DISCUSSION

Definition of *Ijārah 'Ala Al-'Amāl Akad*

The term *ijārah* is derived from the word *al-ajru*, which refers to *al-'iwādh*, meaning compensation or wage in Indonesian.¹⁴ *Ijārah* is a

¹³ Muhammad Siddiq-Armia, *Determination of Methods and Approaches Research Legal*, ed. Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

¹⁴ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014).

transactional activity in Islam related to the fulfillment of life's needs, including the rental, agreement, or sale of services. In the study of *fiqh muamalah*, the party providing the service is known as *ajir*, the party receiving the service is called *musta'jir*, and the compensation for the service is known as *ajran* or *ujrah*.¹⁵

According to the Hanafiyah school of thought, *ijārah* is defined as a contract to obtain a benefit for a compensation.¹⁶ Scholars from the Maliki and Hanbali schools of thought explain *ijārah* as the process of granting the right to utilize something permissible during a certain period of time with a compensation.¹⁷ Therefore, we can understand that *ijārah* is an agreement to benefit from the use of labor during an agreed period of time by providing compensation or salary in return for the achievement of the promised work.¹⁸

Ijārah 'Ala Al-'Amāl, an agreement that provides for the use of a person's services for a specific task with a profit-making commercial purpose, such as the delivery of a customer's order to a desired location. Specifically, *Ijārah 'Ala Al-'Amāl* involves the use of labor or services with compensation or payment as a form of appreciation for the services rendered. In operational terms, *ijārah 'ala al-'amāl* is an agreement to hire someone for a specific job or utilize his or her skills, be it technical or non-technical, for commercial purposes that generate financial benefits for the party providing the service, in return for an *ujrah*.¹⁹

The pillars of *Ijārah 'Ala Al-'Amāl*

Based on the agreement of the majority of scholars, the four pillars of *ijārah 'ala al-'amāl* are as follows: (1) '*Aqid* (the contracting parties); (2)

¹⁵ Haroen, *Fiqh Muamalah*.

¹⁶ Chairuman Pasaribu and Subrawardi, *Law Covenant Islamic* (Jakarta: Sinar Grafika, 1994).

¹⁷ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, ed. Hayyie Al-Al-Kattani (Jakarta: Gema Insani, 2011).

¹⁸ Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *AlterNative: An International Journal of Indigenous Peoples*, 8 March 2024, 11771801241235261, <https://doi.org/10.1177/11771801241235261>.

¹⁹ 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-Al-Mudharabah: Journal of Economics and Finance Islamic* 4, no. 1 (July 23, 2023): 28-39, <https://www.journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

Sighat; (3) *Ujrah* (fee); (4) *Benefit*.²⁰ *Aqid* is a term that refers to the individuals involved in a contractual agreement. The person who provides payment is known as *mu'jir*, while the person who gets payment for completing a task is called *musta'jir*. Both parties in this agreement must fulfill several conditions such as being *baligh*, of sound mind, capable of managing finances (*tasharruf*), and there must be consent from both parties.²¹

Sighat means a statement of intent. A lease contract is considered valid when there is *ijab* and *qabul*, which is the utterance of agreement, and must use words that have equivalent meaning. *Ijārah 'ala al-'amāl* itself refers to the payment given in exchange for a benefit, and it is important for both parties to know the agreed amount, whether it is in the context of renting or in the context of providing wages.²² Benefits, on the other hand, are those derived from the goods or services being leased, as well as from a person's work. The benefit that is the subject of the agreement must be a benefit that is permitted by sharia. Therefore, the tenant should not order the provider to build places that are used for immoral activities, such as casinos or gambling places.²³

Terms of the *Ijārah 'Ala Al-'Amāl* Agreement

In an *ijārah 'ala al-'amāl* agreement, there are four types of conditions similar to those in a sale and purchase agreement²⁴

1. Conditions of *Wujud (Syarth 'in iqāad)*

The conditions for the formation of a contract involve the parties to the contract, the contract itself, and the object of the contract. The criteria related to the contracting parties are required to have reason and the ability to distinguish according to the Hanafiah view, and must have reached the age of puberty according to the understanding of Shafi'i and Hanbali. Thus, a work lease contract will not be considered valid if the parties involved (tenant and hirer) are mentally impaired or underage. Therefore, if a child who is capable of distinguishing rents out his services or goods, the contract is considered valid, but its continuation needs to await the approval of

²⁰ Rachmat Syafei, *Fiqh Muamalah* (Jakarta: Rajawali Pers, 2014).

²¹ Syafei.

²² Sayyid Sabiq, *Fiqh Sunah* (Jakarta: Gaya Media Pratama, 2015).

²³ Sabiq.

²⁴ Az-Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*.

his guardian.²⁵

2. Conditions for the validity of the contract (*Syarth Nafāzh*)
To carry out an *ijārah 'ala al-'amāl* contract, the condition that must be met is that the owner must have authority or power over the object of the contract (*al-wilāyah*). If the contract is executed by someone who is called a *fudhulli*, which is a person who uses someone else's property without the owner's permission, then the contract is considered invalid due to the lack of authority or ownership.
3. Conditions for the validity of a contract (*Syar hah*)*th as-Shih*
The criteria for the validity of *ijārah 'ala al-'amāl* include aspects such as the parties involved in the contract, the object of the contract, the location, the amount of wages, and the structure of the contract itself.
4. Conditions for the prevalence of *Ijārah 'ala al-'amāl* (*Sharthal-Luzum*)
In an *ijārah 'ala al-'amāl* agreement, there are two main conditions that must be met for the agreement to be binding. These two conditions are:
 - a. Release of rented goods from damage that interferes with their use.
 - b. There is no reason that can justify cancellation (nullifying *ijarāh*).

Consignment Agreement Clauses

Any transaction agreed upon by two or more people, involving certain terms, can be considered a contract, whether it is oral or written. The terms of the contract contain rights and obligations agreed upon by all parties, which ensure that they jointly observe the obligations and enjoy the rights that have been mutually agreed upon.²⁶

The consignment agreement that is the focus of the research is the cooperation between the owner of free-range chicken eggs who entrusts his product and the trustee who sells it. In Kuta Baro Sub-district, this consignment agreement usually does not require written terms because it

²⁵ Ahmad Wardi Muchlis, *Fiqh Muamalah* (Jakarta: Amzah, 2010).

²⁶ Chairul Fahmi et al., 'The Role of Local Government in Maintaining Coffee Prices Volatility in Gayo Highland of Indonesia', *PETITA: Journal of Studies Ilmu Legal and Sharia PJKIHdS* 8 (2023): 40, <https://heinonline.org/HOL/Page?handle=hein.journals/petita8&id=48&div=&collection=>

has become a local custom, where every agreement is usually only based on mutual understanding between the parties involved.

Based on the results of field research, an interview with a resident in Cot Preh who runs a free-range chicken egg business stated that before starting to deposit his eggs in a coffee shop, he had discussed and agreed on the price and distribution of sales proceeds with the shop owner. Their agreement included profit sharing where the depositor would receive 80% of the proceeds, while the stall owner would get 20%.²⁷

Asnawi explained that agreements between owners and sellers of free-range eggs are usually verbal and practical, following a long-established tradition among the people of Kuta Baro Sub-district. Many of them run this business as a family business that has been passed down from generation to generation. In addition, the types of free-range chicken eggs deposited are generally similar between sellers, with the main difference being the quality of the eggs when processed.²⁸ According to Asnawi, the owner of one of the coffee stalls in Lam Ateuk Market, his café business has been greatly supported by the cooperation of the egg seller who places free-range chicken eggs in his stall based on an agreement made between the coffee stall and the egg seller.²⁹

Agreements between egg owners and coffee shop and café owners are well-organized, with egg owners seeking prior approval to leave their eggs at these locations. Nasrul, as the owner of the coffee shop, promotes free-range chicken eggs by processing them into various unique dishes at his shop, such as Boh Manok Weng and half-boiled free-range chicken eggs with special spices added, in line with the popularity of the shop, which is famous for Boh Manok Weng and other dishes.

Asnawi (the owner) has developed a creative method of promoting free-range eggs. He created a special menu of grilled young coconut filled with half-boiled free-range eggs. The uniqueness of this menu has attracted many visitors in Aceh Besar, especially in Kuta Baro sub-district, making it a culinary attraction that not only increases sales of free-range chicken eggs, but also adds value to the dining experience in the area.³⁰ In the event that the eggs are not sold, the eggs depositor takes the money from what is sold as promised between the eggs depositor and the owner of the warkop or

²⁷ Diana, 'Interview with Diana' (Entrepreneur Egg Chicken Hometown

²⁸ Asnawi, 'Interview with Asnawi'.

²⁹ Asnawi.

³⁰ Asnawi.

café.

Diana, a supplier of free-range chicken eggs, revealed that the demand for chicken eggs in cafes and coffee shops is affected by weather conditions and certain periods such as the rainy season or college holidays, which tend to reduce the number of visitors. As a solution, she usually reduces the number of eggs delivered to cafes or coffee shops during these times.³¹ According to Zahri, who is one of the providers of free-range chicken eggs, the egg-depositing period usually lasts from three days to one week. Before the week ends, he often checks the number of sales and if necessary, increases the stock of the deposited eggs. Zahri also takes the money from the sale of the product. The deposited eggs have a long shelf life.

It takes longer than one week, but usually all the eggs are sold before they reach the expiration date.³²

Based on the description given, it can be concluded that in the cooperation agreement between the owner of free-range chicken eggs and the manager of the coffee shop and cafe, the egg owner gets a share of 80% of the sales proceeds, while the manager of the coffee shop and cafe gets 20%. However, this agreement is only made verbally. If the free-range chicken eggs delivered are not sold or experience a decline in quality, the loss is only borne by the egg owner, while the manager does not experience any loss.

Forms of Marketing and Wage Determination on Consignment

In the oral consignment agreement between the owner of free-range eggs and the seller, as described, the marketing process is done passively where the eggs are only placed in the container by the warkop and café. Although the marketing method is passive, when the agreement was made, both parties understood the action to be taken, which is a common practice in the custody and sale of eggs in warkops and cafes.³³ This is known as *ijarah 'ala al-amal*, which means there is a reward for work done. In this situation, the egg depositor is fully aware of the process of marketing and selling the eggs.

In the agreement between local chicken egg entrepreneurs and warkop and cafe business owners, warkop owners usually offer free-range

³¹ Diana, 'Interview with Diana'.

³² Zahri, 'Hasil Interview with Zahri'.

³³ Nasrul, 'Interview with Nasrul'.

chicken eggs to visitors who have subscribed to warkop and cafe businesses, with many free-range chicken eggs with quality that does not guarantee their authenticity, this is a good marketing from the warkop and cafe. In the agreement between the entrepreneur of native chicken eggs and the owner of the warkop, the price of native chicken eggs marketed in the range of Rp 2,500 Rupiah to 3,000 Rupiah per egg. compared to native chicken eggs whose product quality is almost similar to the original native egg product whose price range is between 1,500 Rupiah to 2,000 Rupiah. With the comparison between the two native chicken products, it becomes a benchmark for both parties that the products presented to visitors are the best quality egg products and guarantee their authenticity.³⁴

The benefit for consignees is that they do not need to own the goods they produce, they only need to provide space and benefit from the marketing they do. Meanwhile, the benefit for the consignor, such as the depositors of free-range chicken eggs, is that they do not have to do their own marketing because it is already taken care of by the party selling the product. In this situation, coffee shop owners and their workers do not apply any special marketing strategies to sell the free-range chicken eggs consigned by the consignor. The marketing activities carried out tend to be standard and the same as those usually carried out by café or coffee shop owners.

When it comes to payment for free-range chicken egg suppliers, the decision is usually made when an egg storage agreement is agreed between the egg supplier and the coffee shop or café owner.³⁵ The method of calculating and determining payment for the sale of free-range chicken eggs is generally set based on a percentage of total sales, which is commonly practiced. In general, in Kuta Baro sub-district, the percentage used is 80% for the egg supplier and 20% for the coffee shop or café owner.

Ijārah A'la Al-'Amāl Agreement on the Consignment of Hometown Chicken Egg Sales in Kuta Baro Subdistrict

The jurists have developed the concept of *ijarah 'ala al-'amal* as a model of employment contract that allows both parties to access services or labor for an agreed compensation. This contract model covers various types of work and services, what is crucial is that there is a mutual agreement

³⁴ Diana, 'Interview with Diana'.

³⁵ Syafei, *Fiqh Muamalah*.

between the employer and the worker, or between the service provider and the service recipient, to exchange labor as a service for a predetermined wage.³⁶

In the practice of Muslims around the world, *ijārah 'ala al-amāl* contracts have been recognized for their legal validity based on careful analysis of the arguments based on the Qur'an, hadith, and *ijma'* agreement, as well as the views of the *shar'iiyyah* mujtahids. In accordance with Islamic law, any work that is performed in a halal manner, the contract for that work is also considered halal. The basic law of *ijārah 'ala al-amāl* is permissible, as long as it is done in accordance with the regulations set by Islamic Shari'a from Allah SWT.³⁷

The practice of *Ijārah 'ala al-'amāl*, there are two types of *ajir* (workers), namely *ajir khas* (specific workers) who work exclusively for one party for a specified period of time. In the transaction of buying and selling free-range chicken eggs, the cooperation that often occurs is *ajir al-musytarak*, where the sellers of free-range chicken eggs do not act individually but through groups, such as the owner of a warkop or cafe who has a team or employees who work in shifts. Therefore, the profit from the sale of these eggs will also be shared as part of the wages, which although not given directly, still contributes significantly to their income.

In the practice of *ijārah 'ala al-amāl* contract on the sale and purchase of free-range chicken eggs, cooperation is established between the producer, namely the free-range chicken egg entrepreneur, and the entity that accommodates and sells the eggs, such as the owner of a warkop or roadside cafe. Here, the seller does not directly play a role in sales but rather provides a place for the eggs, which is also used as a special menu for consumers who come. This activity benefits both parties as the egg entrepreneur gets a distribution venue, while the warkop or café seller gets a unique product to offer to their customers.³⁸

Based on this context, both the coffee shop and café owners who run the sales of entrusted products, do not provide maximum performance in promoting these goods. Therefore, the agreement formed is almost similar to the consignment system. However, in civil law, the consignment

³⁶ Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Journal of Studies Islamic and Social* 11, no. 1 (2024): 89–104, <https://doi.org/10.21580/wa.v11i1.20007>.

³⁷ Muchlis, *Fiqh Muamalah*.

³⁸ Achmad, *Aspects Legal in Economics*.

agreement cannot be directly linked to the *wadi'ah* contract in *fiqh muamalah*, which is a contract of assistance or for good. In civil consignment, this agreement is not entirely helping because it falls under the category of an anonymous agreement that focuses more on the mechanism of entrusting goods for sale.³⁹ Some civil law experts argue that a consignment agreement is a type of complex agreement that consists of several named transactions or agreements that are interrelated and cannot be separated from one another.⁴⁰ In this context, a consignment agreement is a combination of two types of agreements, namely a deposit agreement and a sale and purchase agreement.⁴¹

From the author's analysis of the agreement, it is revealed that the agreement is not entirely *Wadi'ah* in nature. This is because in practice, the agreement often involves the sale of the eggs by the seller to consumers who want to use them in their special menus. Therefore, the author concludes that the transactions between free-range chicken egg entrepreneurs and warkop and café owners in Kuta Baro Sub-district can be classified into two categories: entrustment and sale, as stipulated in Article 1457 jo 1460 of the Civil Code regarding sale and purchase and Article 1694 jo 1739 of the Civil Code. This agreement is also categorized as a Ghair Musamma contract in civil law.

CONCLUSIONS

Based on the description above, the researcher can conclude that the local chicken egg entrepreneurs entrust the agreed number of eggs, set the selling price, and the profit sharing is usually calculated based on the percentage of total sales, namely 80% for the egg owner and 20% for the coffee shop or cafe manager. The marketing strategy adopted by coffee shops and cafes is to display their superior menu to attract customers while the sale of free-range chicken eggs is arranged through a consignment system where the selling price is determined through an initial agreement between the egg owner and the cafe manager. In this transaction, the *ijarah*

³⁹ Salim HS, *Development of Law Contract Innominate in Indonesia* (Jakarta: Sinar Grafika 2005).

⁴⁰ Meliala, *Development of Law Civil on Objects and Law Bond*.

⁴¹ Annisa Sitoresmi, Slamet Muljono, and Sirman Dahwal, *Pattern of Contract Kerjation Consignment Cooperbetween Distribution Outlet and Supplier in Bengkulu* (Bengkulu: University Bengkulu, 2014).

bi al-'amal method is applied by involving coffee shop and café owners who provide both technical and non-technical capabilities to support the sale of consigned chicken eggs.

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