

Transactions of Commodities Results from Buying and Selling (Buyu') Gharar: Review of Fiqh Muamalah in Batu Basa

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Abstract

Purpose - This study examines commodity sales transactions (*buyu'*) containing elements of *gharar* in Batu Basa from the perspective of *fiqh muamalah*. *Gharar*, defined as ambiguity or uncertainty in a sale–purchase contract, is prohibited in Islam because it may harm parties involved and contradicts the principle of justice. The study seeks to identify whether the commodity sales practices in Batu Basa comply with or violate the Islamic principles of clarity regarding the object of sale, price, and contractual agreement.

Design/Methodology/Approach - This research adopts a qualitative field-research method supported by descriptive analysis. Data were collected through observation, interviews, and documentation, and were further evaluated using *fiqh muamalah* principles to assess the presence and impact of *gharar* in local commodity transactions.

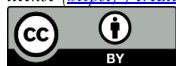
Findings - The findings indicate that the success and validity of commodity sales transactions in Batu Basa depend heavily on transparency and contractual clarity to avoid *gharar*. Dominant forms of *gharar* were identified in unresolved ambiguity regarding object specifications, quantity, and delivery, which contribute to potential contractual invalidity. Uncertain goods, fluctuating or undefined prices, and vague contractual terms were found to create significant risks, potentially leading to injustice, speculative practices, and disputes.

Originality/Value - This study contributes by providing a focused analysis of the dominant forms of *gharar* in local commodity transactions and evaluating them through the lens of *fiqh muamalah*. The research underscores the urgency of improving community literacy on sharia-compliant transactions and highlights the importance of transparency, clarity, and mutual agreement to maintain fairness and avoid fraudulent or speculative practices. It offers valuable insights for strengthening supervision and guidance in ensuring that commodity sales align with Islamic legal norms.

Keywords: Sale and Purchase, Gharar, Muamalah Fiqh

Manuscript received : 29-04-2025; revised : 18-06-2025; accepted : 03-07-2025. Date of publication : 19-07-2025.

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I. INTRODUCTION

Buying and selling is a crucial part of the economic process in society. This buying and selling process plays a vital role in fulfilling people's daily needs. Due to the importance of this activity, religion, specifically Islam, regulates various rules in buying and selling to prevent fraud that could harm certain parties. However, in practice, there are often violations of religious norms and rules in the buying and selling process within society. For example, buying and selling practices contain elements of *gharar* (uncertainty), whether in terms of price, quality, or delivery time. This is certainly not in line with Islamic teachings because it has the potential to cause injustice and loss to one party. Therefore, studying buying and selling transactions containing elements of *gharar* is important as an effort to enlighten the public. It is undeniable that public knowledge, especially among traditional communities in rural areas, regarding Islamic buying and selling regulations is still minimal. This is one factor contributing to the continued prevalence of buying and selling transactions that contradict Islamic

guidance. Despite several prior studies exploring gharar-based transactions in various local contexts in Indonesia, no research has specifically examined the distinctive market patterns in Batu Basa, particularly practices involving down payments (panjar) and early purchasing of fruits still on trees. This study therefore fills a clear research gap by providing empirical evidence of how gharar manifests in this unique cultural and economic setting. (Jannah and Fatmawati 2023) Based on this, this study is entitled "Transactions of Gharar Commodity Buying and Selling (Buyu').

II. METHOD

This study uses a qualitative approach with a field research method because it seeks to understand the transaction phenomena that occur in society, in this case the transaction of Gharar trading commodities (Buyu') in the Batu Basa area. Data collected from the field are analyzed using a normative-empirical approach where the findings in the field will be connected with Islamic legal norms in mu'amalah fiqh to determine whether the buying and selling practices that occur in society are in accordance with the guidance of Islamic teachings. The data in this study consist of primary and secondary data. Primary data were obtained through interviews with various parties involved in this transaction, including traders, buyers, and local religious leaders. Meanwhile, secondary data were obtained through literature studies on various classical and contemporary fiqh books, scientific journals, various documents and previous research relevant to the topic in this study. The informants consisted of commodity buyers, sellers, and religious leaders with direct involvement and authority in local muamalah practices. Informants were selected using purposive sampling based on criteria including: (1) minimum five years of experience in commodity trading, (2) active involvement in panjar/tebasan practices, and (3) recognition as local religious advisors consulted for Islamic legal judgments. This selection ensured credibility and relevance in understanding local transactional customs. Data collection techniques in this study include observation, interviews and documentation. Observations were carried out in order to observe transaction practices that occur in the field so that the form, process, and pattern of transactions can be known.

III. RESULT AND DISCUSSION

Transactions of commodity sales results found in Batu Basa according to what researchers found still found elements of uncertainty (Gharar) in the buying and selling process, commodity results include raw fruits purchased by sellers without thinking long term whether the sale results are profitable or loss. The author observed the process of buying and selling commodities in Batu Basa, a man (Buyung Idris 2025) was undergoing the process of purchasing commodity results, researchers also conducted interviews with Mr. BI, he said firmly I usually buy the commodity results by paying a deposit first with the aim of not being preempted by others. And the buyer will not sell it to anyone else again. Usually I give the deposit according to the condition of the type of fruit I want to buy. Next I assess the price of the fruit that is still on the tree based on the knowledge I have mastered, for example; I buy petai, where I value it based on the experience I learned from others, if the petai leaves are heavy, then the fruit that is produced later when it is large / has been declared worthy is heavy and full of content in each board. However, if I buy durian, I buy it when the fruit has started to grow large and the skin has begun to dull (Buyung Idris 2025).

The author understands that buyers have paid a down payment to ensure the commodity is not preempted by others seeking to purchase it. This method is considered normal and commonplace. The concern is that there is uncertainty between the buyer and seller as to whether they are making a profit or a loss without careful consideration. The researcher wanted to delve deeper into the buying and selling of this commodity by conducting an in-depth interview with Mr. Buyung Idris. Certainly, anyone who engages in a transaction will experience profit or loss. However, when profits are typically made, the selling price is typically higher when the fruit is in season. Conversely, we depend on the season. I have been trading since my parents, who have now passed away, encouraged me to do so for 25 years. The author observed that the buying and selling of commodities, which remain unclear, has been going on for decades, covering a wide variety of commodities, such as durian, mango, petai, and jengkol. This aligns with our interview with Mr. AF, who clearly stated, "I usually follow the crowd, where I buy depending on the fruit I want. I then pay a deposit as a down payment for the purchase. However, I usually buy durian when the fruit is starting to ripen. If it's mango (kunini), if no one has bought it yet, I make an agreement with the owner to prevent it from being sold to anyone else. Then, when it's ripe, I buy it by giving the seller the money. I then buy it at a price based on my prediction, taking into account

the selling price, pickup fee, and delivery costs to a location accessible by truck, and then I make the transaction." (AF 2025)

The author observed that, similar to the above, the buyer has paid the seller a down payment in the hope that it won't be available to anyone else. They also enter into an agreement between the two parties, which then concludes the sale and purchase transaction.

a. Definition of Buying and Selling

Buying and selling means exchanging goods for other goods. And according to the term, namely the exchange of goods for goods based on existing opinions determined by sharia. Selling in Arabic, namely Al-Bai, means exchanging something for something or the party selling it. Then there is a name that has the opposite meaning of Al-ba'i, namely Al-syira, which means receiving with someone or becoming the buyer. Therefore, according to the etymology of ba'i, buying and selling means the exchange of goods or the transfer of property. Meanwhile, according to the terminology of ba'i or buying and selling, it is an exchange event that affects the ownership of goods with other goods. In general, buying and selling only refers to goods that do not have services in principle without involving maliyah. Class services or benefits such as maliyyah are only figurative language because their existence is abstract and more because of the legality of service businesses. In other words, buying and selling or trading means according to the language of Al-Ba'i, Attijarah and AlMubilah. (Rahayu, Sahrudin, and Ritonga 2023)

According to Sheikh Zakaria al-Ansari, buying and selling is as follows: "Exchanging one thing for another." Sayyid Sabiq explains etymologically in his book "Business Fiqh Sunnah" that buying and selling is based on opinion. According to Hamzah Ya'qub, in his book "Business Code of Ethics Based on Islamic Perspectives," he describes "buying and selling linguistically, namely exchanging goods for goods." According to the above definition, the essence of buying and selling is an agreement to exchange goods or valuables voluntarily between two parties, where one party receives the goods and the other party accepts them according to the agreement or regulations agreed upon by sharia. (Akhmad Farroh Hasan, 2018) According to Hanafi scholars, in terms of terminology, buying and selling is the exchange of money (goods or property) for money which is done in a certain way or exchanging valuable items for similar items legally, namely Ijab Kabul or Muaataa (without Ijab Kabul). Therefore, buying and selling dirhams for dirhams is invalid so it is not counted as buying and selling. Likewise, buying and selling corpses, dust and blood is also an act of buying and selling something you don't like, so it is not legal. (Az-Zuhaili, 2011)

b. Basics of Buying and Selling

Buying and selling to help each other has a strong basis in the Quran and Hadith. Several verses in the Quran and Hadith discuss buying and selling, including: Allah SWT's statement in Surah Al-Baqarah, verse 275:

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

It means:

People who eat (take) usury cannot stand but stand like those who are possessed by the devil because of (the pressure of) insanity. Their condition is like that, because they say (opinion), Indeed, buying and selling is the same as usury, even though Allah has permitted buying and selling and forbidden usury. those who have received a prohibition from their Lord, then continue to stop (from taking usury), then for them what they have

taken before (before the prohibition came); and its affairs are (up to) Allah. the person who returns (takes usury), then that person is the inmate of hell; they will abide therein.

c. Pillars and Conditions of Sale and Purchase

Buying and selling according to Islamic law must fulfill the pillars and conditions of buying and selling, while the pillars and conditions are things that must be fulfilled so that the sale and purchase is considered valid. Because buying and selling is a contract, the pillars and conditions must be fulfilled. According to the majority of Ulama', there are 6 pillars of buying and selling, namely shighat which consists of ijab and qabul, the person who makes the contract (consisting of the seller and the buyer), and ma'kud 'alaih (consisting of the price and the object being priced, which can be a product or service). (Rohman M.H.I 2020) Regarding buying and selling, experts have different opinions. According to the Hanafi school of thought, the pillars of buying and selling are only the willingness of both parties to make the sale and purchase. There are two indicators (qarinah) that show the willingness of both parties, namely in the form of words (ijab and qabul) and in the form of actions, namely giving each other (handing over goods and receiving money), because the second is in the form of law. (Syazali 2021) Experts divide 4 pillars of buying and selling, namely: a. People who are committed. b. Sighat c. There are goods purchased d. There is an exchange value to replace the goods. (Akhmad Farroh Hasan 2014)

d. The Essence of Gharar

In terms of language, gharar is interpreted as al-khatr and al-taghrir which means an appearance that causes damage, or something that looks pleasant, but in fact actually causes hatred (Wahbah Al-Zuhayli, 2004) Gharar is not a new problem in the treasury of fiqh, therefore it is not surprising that scholars from various schools of thought in so much literature have explained the definition of gharar, namely; first, AsSarokhsi al-Hanafi views that gharar is something whose consequences are closed (unknown). Second, al-Qarafi from the Malikiyah scholars explains that the origin of gharar is something that cannot be predicted whether it can be achieved or not, like birds in the air or fish in water. Meanwhile, Imam ar-Ramli asy-Syafi'i defines buying and selling transactions with gharar as transactions that have two possibilities, where the most likely possibility is the most worrying. Meanwhile, al-Qadhi Abu Ya'la al-Hanbali defines gharar as something that has two possibilities, one of which is not clearer than the other. Meanwhile, Ibn Hazm azh-Zhahiri stated that gharar means transacting something whose size and specifications are unclear at the time of the contract. (Muhammad Abdul Wahab 2019) From the several definitions above, it can be concluded that gharar is a term used in Islamic law to refer to the ambiguity or uncertainty in a transaction that creates the potential for one party to feel disadvantaged.

e. Evidence for the Prohibition of Gharar

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

It means:

Hai O you who believe, do not devour one another's property unjustly, except by means of commerce conducted by mutual consent. And do not kill yourselves. Indeed, Allah is Most Merciful to you.

This verse contains two main points that indicate the prohibition of gharar. First, Allah SWT strictly forbids the unjust appropriation of another's property. Scholars explain that in this context, acts considered unjust include various prohibited transactions, such as theft, usury, gambling, and gharar, because it takes another's property in a way that is not justified by either sharia or common sense (Taufik 2018). Second, the above verse also implies the obligation to provide an element of mutual consent between the parties in a transaction. Gharar, on the other hand, actually eliminates the aspect of mutual consent in a transaction, because gharar creates the potential for loss for one of the parties. Therefore, gharar is included in the category of prohibited transactions. Further evidence regarding the prohibition of the practice of gharar is the hadith of the Prophet Muhammad (peace be upon him). which expressly prohibits this. From Abu Hurairah r.a. he said, "The

Messenger of Allah forbade buying and selling pebbles and buying and selling gharar."
(H.R. Muslim)

f. Forms of Gharar Transactions

a. Gharar that occurs in transactions

Gharar arises in a transaction because the form of the agreement agreed to by both parties contains an element of uncertainty. It contains unclear or ambiguous clauses, potentially detrimental to one party or causing disputes between them. An example is the practice of mulamasah and munabadzah sales during the time of the Prophet. Mulamasah is a type of sale in which the seller adds a clause that is potentially detrimental to the buyer, such as stating, "Every piece of cloth you touch becomes yours for a certain price." Simply put, "To touch is to buy." Similarly, in munabadzah sales, the buyer states, "Pay a certain price for every piece of clothing I throw at you." Of course, this type of agreement is flawed because the buyer lacks clarity about the object being acquired.

Essentially, Mulamasah refers to the practice of selling goods in a dark place without the ability to clearly see the item's shape and quality. Or, in a sale where goods in a sack are touched without determining the item's type, quality, or shape. Meanwhile, Munabazah refers to a buying and selling practice where the goods to be purchased are thrown. If nothing is thrown, the buyer receives nothing. Scholars agree that the majority of gharar is found in transactions that are considered permissible. A transaction that is considered permissible refers to a transaction whose prohibition is established by texts and consensus (ijmak). A transaction that is considered permissible is a transaction whose permissibility is disputed by scholars from time to time (Nicky Ariyani, 2021).

b. Gharar in the Object of the Transaction

Gharar can also occur in goods or services that are the subject of a contractual transaction. This means there is uncertainty regarding the goods or services that are the subject of the contract. This uncertainty can relate to size, quality, specifications, availability, and other factors.

c. Buying and selling something that doesn't yet exist (bai' al-Ma'dum)

The trader's inability to deliver the object of the contract, whether or not the object already exists (bai' al-ma'dum) at the time of the contract. For example, transactions involving plantation crops for several years in the future, where it is unknown whether the yield will be the same as the previous year's (Intan Novita Sari and Lysa Ledista 2022).

d. Buying and selling goods that cannot be delivered

(bai' al-ma'juz 'an taslimih) Buying and selling goods that cannot be delivered includes transactions where the object being traded is difficult to deliver to the buyer, such as the sale of stolen goods or the sale of fish still at sea, birds released from the air, and so on.

e. Buying and selling goods that are unknown (bai' al-Majhul).

This is a type of sale and purchase transaction where the traded goods have unclear characteristics, including their specifications and dimensions. In this context, gharar refers to uncertainty in the object of a transaction, such as the sale of goods whose type and nature are unknown, or whose delivery is uncertain. However, it should be emphasized that not all non-existent goods are prohibited from being traded. This is due to the primary emphasis on objects that do not currently exist and whose availability is uncertain in the future. For example, if an item does not exist at the time of the contract (agreement), but it is certain that it will be available at the agreed time, then the transaction does not fall under gharar. The applicable rule is that any item that does not exist and whose availability is unknown in the future is not permissible to be traded. However, if an item does not currently exist but, based on existing customs or practices, is certain to be available in the future, then it is permissible to trade.

f. Gharar in Price

Gharar occurs when the price of an item is not stated or is left to one of the parties to the contract or a stranger to determine. Furthermore, selling an item for a fee unknown in the

contract is also considered invalid. However, there are exceptions when selling goods at an unspecified price, but the level of uncertainty is still tolerable, such as in a sales agreement for goods in a package that does not specify the details of the goods and the total price.

g. Gharar at the time of delivery

There is uncertainty regarding the time of delivery of the object of the agreement. The transaction is carried out without direct delivery of the goods as the object of the agreement, for example, a transaction where the goods are delivered after a person's death. It is clear that in such a transaction, the exact time of delivery is unknown.

IV. CONCLUSION

Transactions of buying and selling commodities containing elements of gharar fundamentally violate the main principles of Islamic jurisprudence (fiqh) in muamalah, namely the principle of clarity and fairness in transactions. Gharar, which refers to uncertainty and ambiguity regarding the object of the sale and purchase, such as the quality, quantity, or existence of the traded commodity, causes potential losses and uncertainty for one or both parties. In the context of Batu Basa, this type of buying and selling practice does not meet the requirements for a valid contract because it creates elements of fraud (gharar fahish) and lack of mutual consent between the seller and the buyer. This is contrary to sharia principles that require willingness, clarity of object, and certainty in transactions to prevent the taking of assets by invalid means, as emphasized in the Qur'an, Surah An-Nisa, verse 29 and various hadiths of the Prophet Muhammad SAW. Therefore, buying and selling commodities containing gharar such as buyu' are not permitted, unless the gharar is minor and acceptable to community customs and does not cause significant losses, in accordance with the applicable fiqh rules in muamalah. This conclusion emphasizes the urgency of implementing the principles of justice, openness and certainty in every muamalah transaction in Batu Basa to ensure socio-economic harmony based on authentic and contextual Islamic law.

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