

## UNRAVELING CULTURAL PRACTICES AND SHARIA ECONOMIC LAW IN THE SEAWEED TRADING SYSTEM OF KUALA STABAS, LAMPUNG

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**Abstract:** Buying and selling are essential economic activities integral to fulfilling daily needs. In the community of Kuala Stabas, Pesisir Barat Regency, Lampung, Indonesia, a unique system for trading seaweed using plastic bags without prior weighing is prevalent. The legality of this system under Sharia economic law remains unclear. This study aims to address this research gap by evaluating the legitimacy of the seaweed trading system using plastic bags from the perspective of Sharia economic law while also examining the local wisdom inherent in the practices of the Lampung community. This field research employs a qualitative descriptive approach, gathering primary data through interviews with key informants and supplementing it with secondary data. The uniqueness of this study lies in its in-depth analysis of local practices that have been scarcely studied. Findings indicate that the practice of trading seaweed using plastic bags in Kuala Stabas is lawful and permissible under Sharia economic law, as it aligns with the principles, requirements, and conditions of trade in Sharia, including *Aqidain*, *Sighat (ijab qabul)* and *Ma'qud 'alaih*. This research significantly contributes new insights into the local trading dynamics within the framework of Sharia economic law, enriching the existing literature and providing a foundation for further research.

**Keywords:** Buying and Selling, Seaweed, Pocket system, Sharia Economic Law

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## Introduction

In Islam, trading has been a familiar practice among communities since the time of the Prophet Muhammad (peace be upon him) and continues to hold significance today. Allah (SWT) has ordained trading to provide ease and convenience for His servants. He has permitted humanity to engage in commercial transactions to fulfill their needs. However, these transactions must adhere to the guidelines and principles established by Allah (SWT). Buying and selling, in essence, involves the exchange of goods or assets for money or transferring something to another party in return for compensation, all within the framework of mutual consent between both parties.<sup>1</sup> Economic activities are inseparable from transactional activities to fulfill one's living needs, prosper the family, and help others in need, whether in food, clothing, or shelter. This context encourages us to strike a balance in carrying out the commands of Allah SWT from the aspect of worship (*hablum minaallah*) and social interaction (*hablum minannas*).

In Islamic buying and selling activities, some pillars and conditions must be fulfilled for the transaction to be valid. According to Imam Hanafi, the pillars of buying and selling are *ijab* (offer) and *qabul* (acceptance). *Ijab* and *qabul* indicate the willingness of two parties to transfer their respective ownership to the other party. These actions can be expressed through words or deeds.<sup>2</sup> According to most Muslim scholars (*Jumhur ulama*), there are four pillars of Buying and Selling in Islamic economics. The presence of the contracting parties (*al-muta'qidain*), The existence of the *ijab* and *qabul* (offer and acceptance), The presence of the goods being sold, and the existence of the exchange value.

According to Islamic jurisprudence (*fiqh*), the parties involved in a Buying and Selling transaction must meet the following conditions for the transaction to be considered valid when the buyer and seller have mental capacity, and the seller and the buyer cannot be the same person. A single individual cannot simultaneously act as the seller and the buyer in the same transaction. Then, a requirement that relates to offer and acceptance means. *First*, the parties making the offer (*ijab*) and acceptance (*qabul*) must be of sound mind and have reached maturity. The acceptance (*qabul*) must correspond to the offer (*ijab*), and the offer (*ijab*) and acceptance (*qabul*) must be made in the same assembly. *Second*, The subject matter of the item being sold (*Ma'qud'Alaih*) must exist

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<sup>1</sup> Mardani, *Fiqh Ekonomi Syariah Fiqh Muamalah* (Jakarta: PRENAMEDIA GROUP, 2012). 101.

<sup>2</sup> Amir Abyan, *Fiqh* (Semarang: Karya Toha Putra, 1995).

and be something that can be utilized and beneficial to humans, the seller must have clear ownership of the item being sold, either directly or through authorized representation, the item must be capable of being delivered to the buyer, either at the time of the transaction or at an agreed-upon future date. *Third*, exchange value (price), agreed upon by both parties, must be clearly defined and unambiguous. The price can be paid at the time of the transaction (*akad*), and In barter transactions (exchange of goods for goods), the goods used as the exchange value must be permissible (*halal*) and not prohibited (*haram*) in Islam.

Therefore, cheating in weighing is prohibited because it is a dishonest act (*batil*). This is in accordance with the Quran, Surah An-Nisa, verse 29:

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

*Meaning: O you who have believed, do not consume one another's wealth unjustly in business except through trade by consent from you. And do not kill yourselves. Indeed, Allah is ever Merciful to you. (Qs. An-Nisa: 29).*

This verse clearly states that Allah prohibits His followers from consuming the wealth of other Muslims through unjust means. It includes any business activity that is not permitted or involves deception. Since buying and selling are essential aspects of social interaction, it is crucial to maintain transparency and fairness in all transactions.

According to the Shafi'i school of Islamic jurisprudence, one of the conditions for a valid sale in Islam is that the nature, quantity, and characteristics of the goods being sold must be known to both parties. In line with this, Hendi Suhendi, in his book *Fiqh Muamalah*, explains that one of the conditions for goods to be traded is that they can be known (seen). The goods sold and bought must be known in quantity, weight, measurement, or other dimensions. Therefore, a Buying and Selling that causes doubt for either party is invalid.<sup>3</sup> In essence, Islam provides a vast framework for the flourishing of a sound economy.<sup>4</sup> Islam views buying and selling as a means of mutual assistance among humanity.<sup>5</sup>

<sup>3</sup> Suhendi Hendi, *Fiqh Muamalah* (Jakarta: PT RajaGrafindo Persada, 2014). 73.

<sup>4</sup> Naelul Azmi, "Problematika Sistem Ekonomi Islam di Indonesia," *Mutawasith: Jurnal Hukum Islam* 3, no. 1 (2020): 44.

<sup>5</sup> Muhammad Amin, et., all., "Jual Beli dengan Sistem Arisan Kabupaten Kota Waringin Timur Desa Samuda," *Mu'amalah: Jurnal Ekonomi Syari'ah* 2, no. 1 (2023): 38.

Seaweed trading is expected in the Kuala Stabas community of Pesisir Barat Regency. This activity is primarily driven by buyer demand. Seaweed buying and selling serve as an additional source of income for fishermen, particularly during periods of low fish catches. Seaweed holds significant value for fishermen, acting as a reliable source of supplementary income. Seaweed, also known as "seaweeds" or "algae" in scientific terms, belongs to the algae group and is a chlorophyll-containing plant.<sup>6</sup> Seaweed is a group of marine plants that lack distinct roots, stems, and leaves. Instead, their entire body is referred to as a thallus.<sup>7</sup> Seaweed thrives naturally, adhering to reefs, mudflats, sand, rocks, and other solid surfaces. It is a prominent commodity in global trade, and Indonesia is a crucial supplier of raw seaweed materials to nations worldwide. Seaweed trading has become a common practice in various coastal regions of Indonesia, encompassing large-scale cultivation and small-scale sales. In this market, sellers have the authority to set standard prices.<sup>8</sup>

In Kuala Stabas, Pesisir Barat Regency, Lampung, Indonesia, seaweed is bought and sold using a unique system where plastic bags serve as containers and measuring tools without prior weighing. This method is prevalent in local communities due to its convenience and simplicity, eliminating the need for precise weighing. For instance, a buyer might purchase seaweed for Rp. 13,000, and the seller scoops an approximate amount into a half-kilo plastic bag without weighing. Despite its practicality, this method raises questions regarding compliance with Sharia economic law, emphasizing fairness and transparency in transactions.

The existing literature on Sharia economic law extensively covers various aspects of commercial transactions, but there is a noticeable gap concerning the specific practices of local markets like that of Kuala Stabas. The uniqueness of this seaweed trading method, rooted in the local wisdom of the Lampung community, presents an opportunity to explore its legality and appropriateness under Sharia law. This study aims to fill this gap by investigating the conformity of the plastic bag trading system with the principles of Sharia economic law and highlighting how local wisdom influences these practices.

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<sup>6</sup> Nikmah Ulin, *Mengenal Rumput Laut* (Semarang: ALPRINT, 2019).

<sup>7</sup> Della Ayu Lestari, dkk, "Pengaruh Gunung Laut Anak Krakatau Terhadap Pertumbuhan Rumput Laut di Selat Sunda," *Jurnal Kemaritiman: Indonesian Journal of Maritime* 1, no. 2 (2020): 79.

<sup>8</sup> Nurul Eka Wijayanti Risa, et., al, "Analisis Rantai Pasok Komoditi Rumput Laut Kappaphycus Alvarezii di Kabupaten Bone," *Jurnal Ilmu Perikanan dan Kelautan* 4, no. 3 (2022): 152.

By addressing this gap, the research will provide valuable insights into how traditional practices can be aligned with contemporary legal standards, thereby contributing to both academic discourse and practical applications in Islamic economic jurisprudence. This study explores the legal aspects and emphasizes the importance of understanding and integrating local wisdom in applying Islamic economic principles.

## Method

The research method employed in this study is qualitative research methodology.<sup>9</sup> This type of research is field research, which aims to collect data directly from the source location or field.<sup>10</sup> Systematic research is conducted to collect data in the field.<sup>11</sup> This study employs a descriptive-analytical approach<sup>12</sup> to comprehensively understand the current state of affairs regarding the characteristics and relationships among the phenomena under investigation. The study delves into selling seaweed using the "jual beli kantong" system in the Kuala Stabas community. The research focuses on the legal aspects of this seaweed-selling practice. Primary data is gathered through interviews with informants. These interviews follow a structured format, with questions tailored to address the specific data requirements of the research. Secondary data sources include relevant documents and published materials aligning with the research's needs.

## Result and Discussion

### A. Buying-selling based on Sharia economic law

#### 1. The meaning of Buying and selling

The term "buying and selling" is composed of two syllables, "sell" and "buy," which represent opposing actions. The word sell indicates the act of selling, while buy refers to the act of buying. Consequently, "buying and selling" signifies two simultaneous actions: one party selling and the other buying. This interaction gives rise to a legal event known as buying and selling, manifested in a sales agreement involving two parties engaging in an exchange or barter.<sup>13</sup>

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<sup>9</sup> Ahmad Alamuddin Yasin, "Sedekah Wajibah dalam Zakat Hewan Ternak: Sebuah Tinjauan Hadits tentang Zakat," *Mutawasith: Jurnal Hukum Islam* 5, no. 1 (2022): 47.

<sup>10</sup> Susiadi, *Metode Penelitian* (Lampung: Pusat Penelitian dan Penerbitan LP2M Agama Islam Negeri Raden Intan Lampung, 2015). 9.

<sup>11</sup> R. Anisya Dwi Septiani, et., al., "Implementasi Program Literasi Membaca 15 Menit Sebelum Belajar Sebagai Upaya Dalam Meningkatkan Minat Membaca," *Jurnal Perseda* 5, no. 2 (2022): 132.

<sup>12</sup> Sumadi Suryabrata, *Metodologi Penelitian* (Jakarta: Rajawali Pers, 2011).

<sup>13</sup> Suhrawardi K Lubus, *Hukum Ekonomi Islam* (Jakarta: Sinar Grafika, 2014). 139.

In Islamic jurisprudence (*fiqh*), the term "buying and selling" is synonymous with "*al-ba'i*," which encompasses the acts of selling, exchanging, and replacing one item with another. "*Al-ba'i*" is also occasionally used in *fiqh* to refer to its opposite, "*al-syira*." Therefore, "*al-bai*" encompasses both buying and selling, collectively forming the concept of "buying and selling." Etymologically, "buying and selling" refers to exchanging goods with other goods (barter).<sup>14</sup> The term "buying and selling" encompasses two distinct actions: "selling" and "buying."<sup>15</sup> It represents a transaction involving the exchange of goods or services for money. In this exchange, ownership rights are transferred from one party to another, based on mutual consent and following Sharia principles. Both parties must agree upon the transaction.

Allah SWT has ordained the act of buying and selling as a means of sustenance for his servants. Every human possesses fundamental needs for food, clothing, and other necessities. These needs are perpetual and remain essential throughout one's life. No individual can solely fulfill all their requirements; humans are inherently interconnected and interdependent. This interdependence necessitates exchange, whereby individuals offer what they possess in return for something fulfilling their needs. In its general form, buying and selling entails a mutual agreement between two parties. One party commits to transferring ownership of a specific item, while the other agrees to pay the predetermined price. Before reaching a final agreement, a negotiation process takes place to determine the exact terms of the exchange. Once a definitive agreement is established, the contract of sale becomes valid and binding, obligating the seller and the buyer to fulfill their respective obligations.<sup>16</sup>

Buying and selling is a transaction where one party transfers ownership of goods to another party in exchange for an agreed-upon monetary compensation. This exchange involves the buyer and the seller, who enter into a mutually agreeable arrangement free from coercion or compulsion. The buying and selling process encompasses the transfer of ownership of goods from the seller to the buyer and the

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<sup>14</sup> Eviliyana dan Siti Mustaghfiroh, "Penentuan Harga Dalam Jual Beli Jagung Tebasan Perspektif Hukum Ekonomi Syariah," *Muamalah: Jurnal Hukum Ekonomi Syariah* 2, no. 1 (2022): 4–5.

<sup>15</sup> Imam Mustafa, *Fiqh Mu'amalah Kontemporer* (Depok: PT RajaGrafindo Persada, 2018).21.

<sup>16</sup> Muhammad Abdulkabir, *Hukum Perdata Indonesia* (Bandung: PT. Citra Aditya Bakti, 2014). 317.

transfer of monetary compensation from the buyer to the seller.<sup>17</sup> In Islamic law, a comprehensive set of regulations governs buying and selling transactions. These regulations encompass fundamental principles, essential conditions and pillars, legal rulings, permissible types of transactions, and more. Essentially, the underlying principles of Islamic buying and selling align with those of general commerce, emphasizing mutual benefit for both the seller and the buyer, fostering cooperation between the parties involved.<sup>18</sup>

## 2. Pillars and Conditions of Buying and Selling

In buying and selling, the pillar and condition hold immense significance. Buying and selling transactions, characterized by transferring ownership of goods or property from the seller to the buyer, constitute legal actions with significant consequences<sup>19</sup>. Therefore, adhering to the pillar and condition is paramount to ensuring the validity of these transactions.

The pillars (*rukun*) and conditions (*syarat*) are essential aspects of a transaction, particularly in buying and selling, because a sales agreement is a legal act that entails transferring ownership rights of a particular item from the seller to the buyer<sup>20</sup>. Therefore, this legal act must fulfill the pillars and conditions for a valid sale. Pillars refer to the most vital side or the most essential part of something. It means that the pillars of buying and selling are the elements that must exist in a transaction following Islamic law. Within Islamic jurisprudence (*fiqh*), a transaction can be deemed valid by Sharia if it meets the pillars and conditions of buying and selling.<sup>21</sup>

### a. The Pillar of Buying-Selling

*Rukun* is the singular form of "*arkaan*" (plural), meaning foundation, cornerstone, or pillar. They represent the essential elements determining an act of

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<sup>17</sup> Marnita, Hendriyadi, dan Elena Agustin, "Prosedur Jual Beli Lelang Barang Hasil Sitaan Di Kejaksaan Negeri Bandar Lampung Dalam Kajian Hukum Islam," *ASAS Jurnal Hukum Ekonomi Syariah* 11, no. 2 (2019): 101–16.

<sup>18</sup> Burhanuddin Robbani, et., al., "Jual Beli Dalam Perspektif Al-Qur'an dan Hadist," *Jurnal Ilmiah Ekonomi Islam* 9, no. 2 (2023).

<sup>19</sup> Mu'adil Faizin, *Hukum Perikatan Islam Di Indonesia* (Kolaborasi Pustaka Warga, 2022), <https://books.google.co.id/books?id=ILXLDwAAQBAJ>.

<sup>20</sup> Ihsan Helmi Lubis et al., "THE PILLARS AND CONDITIONS OF A CONTRACT IN MUAMALAT TRANSACTIONS," *Mu'amalah : Jurnal Hukum Ekonomi Syariah* 2, no. 1 (June 12, 2023): 15–32, <https://doi.org/10.32332/MUAMALAH.V2I1.6983>.

<sup>21</sup> Muhammad Yusuf, et., al., "Praktik Jual Beli Jahe Menurut Hukum Islam; Studi Kasus Di Usaha Dagang Areba Jahe, Jakarta Timur\*," *Mizan: Journal of Islamic Law* 5, no. 1 (2021): 61.

worship's validity (*sah*) or invalidity (*batil*).<sup>22</sup> Similarly, pillars are obligatory components of a transaction. If any pillar is missing, the transaction cannot be considered valid.<sup>23</sup>

The Hanafi school of thought holds that the sole pillar of buying and selling is the offer (*ijab*) and acceptance (*qabul*). In their view, the only essential element is the mutual consent of both parties to engage in the buying and selling. Since consent involves the heart, which is unseen, indicators (*qarinah*) are needed to demonstrate this willingness. These indicators can be verbal (*ijab* and *qabul*) or actions, such as the exchange of goods (delivery of item) and money (payment).<sup>24</sup>

According to most Islamic scholars (*Jumhur Ulama*), there are four pillars to a valid buying and selling transaction. *First*, parties to the contract (buyer and seller): The seller owns the goods sold or an authorized representative. The seller must be legally competent (*makallaf*) in buying and selling transactions. The buyer must also be legally competent and have the financial means to purchase the goods.<sup>25</sup> *Second*, Offer (*Ijab*) and Acceptance (*Qabul*): *Ijab* and *qabul* (sighat) represent the mutual agreement between the seller and buyer to enter into the buying and selling transaction. This agreement involves the exchange of the purchase price (money) by the buyer and the delivery of the goods (item) by the seller, either verbally or in writing.<sup>26</sup> *Third*, the Subject Matter of the Sale. The buying and selling transaction is valid only if there is a *maqud alaih*, which refers to the specific goods that form the basis of the buying and selling agreement.<sup>27</sup> *Fourth*, there is exchange value. The exchange value must meet three conditions: store of value, unit of account, and medium of exchange.

b. The condition of Buying-Selling

- 1) Buying and selling consists of sellers and buyers, as required. *First*, the seller and buyer must be mentally competent to make rational decisions. It excludes individuals with mental disabilities and young children who

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<sup>22</sup> Mbururu Thalahah dan Syafi'a M. Abdul Mujib, *Kamus Istilah Fiqih* (Jakarta, 1994).301.

<sup>23</sup> Lukmanul Hakiem Ajuna, "Kupas Tuntas Al-Bai'," *Jurnal Bisnis* 4, no. 2 (2016): 84.

<sup>24</sup> Abdurahman Al-Jaziri, *Fiqh Empat Mazhab, Muamalah II, Alih Bahasa Chatinul Umum dan Abu Hurairah* (Jakarta: Darul Ulum Press, 2001).118.

<sup>25</sup> A Khumaidi A Ja'far, *Hukum Perdata Islam Di Indonesia* (Bandar Lampung: Pusat Penelitian Dan Penerbitan IAIN Raden Intan Lampung, 2015). 141.

<sup>26</sup> Ja'far.142.

<sup>27</sup> Shobirin, "Jual Beli dalam Pandangan Hukum Islam," *Jurnal Bisnis dan Manajemen Islam* 3 No. 2 (t.t.). 249.



cannot understand the implications of the transaction. However, if a minor child has reached the stage of discernment (*mumayiz*), some Hanafi, Maliki, and Hanbali scholars consider their buying and selling transactions valid with parental consent. *Mumayiz* is defined as the ability to distinguish between good and bad.<sup>28</sup> *Second*, *Baligh*, according to Islamic law (fiqh), legal adulthood (*baligh*) is attained at 15 years old for males and upon menstruation for females. However, if you are not yet 15, you can conduct buying and selling activities at a trim level and not high value. *Third*, the transaction must be entered freely and without coercion or pressure from either party. Exceptions may be made in cases where coercion is necessary to protect the rights of others, such as selling mortgaged property to settle a debt according to a court order. *Fourth*, Both the seller and buyer must be financially responsible individuals. Extravagant spenders and misers are generally prohibited from engaging in buying and selling to protect their assets or the rights of others, respectively.

- 2) Object (Goods and Money) is required. *First*, pure or purifiable so that the object of the sale must be permissible (*halal*) and not inherently impure (*najis*), such as pork, dogs, or other unclean items. *Second*, for Sharia-compliant benefit, the object must be permissible to use according to Sharia law. The item excludes prohibited items, such as pigs, dogs, and geckos. *Third*, the object of the sale must be identifiable in terms of its characteristics, size, and type. Buying and selling are invalid for objects that do not yet exist or are unclear, such as selling an unborn calf. *Fourth*, Unconditional, the sale should not be conditional upon other events or circumstances.
- 3) For instance, saying, "I will sell you this motorcycle if my father leaves," would render the sale invalid. *Fifth*, unrestricted time: the sale should not have a time limit. Saying, "I sell you this motorcycle for one year", is invalid, as buying and selling confer full ownership without restrictions, except those prescribed by Sharia. *Sixth*, It can be handed over quickly

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<sup>28</sup> Rozalinda, *Fikih Ekonomi Syariah* (Jakarta: Raja Grafindo Persada, 2016). 65.

or slowly. It is not legal to sell animals that have run away or have disappeared and cannot be caught again. *Seventh*, the seller must have possession of the object being sold. Selling someone else's property without their consent or selling items that will only become one's property in the future is invalid. *Eight*, knowable, the object of the sale must be identifiable in terms of its quantity, weight, measure, or other relevant attributes. Buying and selling that creates uncertainty for either party is invalid.

- 4) *Shighat* Offer and Acceptance is a required <sup>29</sup> offer (*Ijab*), and acceptance (*qabul*) must be made by individuals with legal capacity (*ahliyah*). There must be a match between offer and acceptance. *Ijab* and *Qabul* should ideally be in the exact location, with both parties present. Alternatively, they can occur separately if both parties know the other's location. *Ijab* and *Qabul* must be clear, complete, and understood by both parties.<sup>30</sup>

### 3. Buying-Selling that is prohibited by Islam.

Allah SWT has permitted his servants to engage in buying and selling activities as long as these transactions do not hinder or cause the neglect of more essential and beneficial practices. It includes neglecting obligatory acts of worship or causing harm to others.<sup>31</sup> Therefore, the following types of buy-sell are prohibited in Islam:

- a. It is not permitted because of *Ahliyah* (legal capacity).

A valid buying and selling requires the parties involved to possess "*ahliyah*." It means they must be of sound mind, Mentally competent, Capable of making independent choices, and capable of managing their possessions freely and responsibly. Based on the lack of "*ahliyah*," the following buying and selling are considered invalid:

- 1) Transactions by the mentally incapacitated: This includes people who are insane, based on the view of *ulama*, because of the absence of nature's

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<sup>29</sup> Rozalinda.69.

<sup>30</sup> Ahmad Wardi Muslich, *Fiqh Muamalat* (Jakarta: Amzah, 2015). 190.

<sup>31</sup> Saleh Al-Fauzan, *Fiqh Sehari-hari* (Jakarta: Gema Insani Press, 2005). 367.

legal capacity (*ahliyah*), and it is similar to fainted, intoxicated, or unconscious people.

- 2) Sales conducted by young children who have not reached the age of discernment (not yet *mamayyiz*) are generally considered invalid, except for trivial matters. According to Syafi'iyah scholars, buying and selling by young children who have not reached discernment is not legal because they do not have legal capacity (*ahliyah*).
  - 3) Transactions by blind people. Most scholars consider buying and selling involving blind people valid if the seller clearly describes the item being purchased because of a feeling of willingness. The Shafi'i school disagrees, arguing that even with descriptions, a blind person cannot fully distinguish between good and bad quality, rendering the sale invalid.
  - 4) Forced transactions. The Hanafi school views forced sales as conditional. The sale becomes valid if the forced party consents after removing the pressure.
  - 5) Sales without authorization (*fudhul*) is selling someone else's property without their permission and is considered invalid as it violates ownership rights.
  - 6) Transactions by people with limitations (sick, stupid, wasteful). Sales involve people with intellectual disabilities, those in extreme financial hardship (bankruptcy), or severe illness. In the opinion of Malikiyah scholars, Hanafiyah should suspend stupid buying and selling that likes to waste their wealth.
  - 7) Transactions under duress (*Malja*): Most scholars consider sales made under duress invalid as they do not reflect normal market conditions.<sup>32</sup>
- b. It is prohibited because of *Ma'qud Alaih* (selling items).

*Ma'qud alaih* is a property that is used as a means of exchange by the person making the contract, which is usually called *mabi* (goods for sale) and price:<sup>33</sup>

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<sup>32</sup> *Ibid.* 95

<sup>33</sup> *Ibid.* 97.

- 1) Most scholars (*Jumhur Ulama*) agree that selling something that does not exist or might not exist is not a valid sale.
- 2) It is the buying and selling of goods that cannot be delivered. This refers to transactions involving goods not yet in the seller's possession, such as the sale of fish still in the river. Such transactions are considered invalid or lacking in clear terms.
- 3) They are buying and selling *gharar*.<sup>34</sup> Buying and selling *gharar* refers to transactions involving uncertainty or ambiguity. Such transactions are considered invalid under Islamic law. The Quran prohibits business dealings involving deception or manipulation, whether as outright fraud, unlawful profit acquisition, or undue risk-taking that leads to uncertainty or instability in the business or related endeavors.
- 4) Scholars (*ulama*) unanimously agree on the prohibition of selling inherently impure items (*najisa*) like alcohol (*khamar*). However, their opinions differ regarding items contaminated with impurities (*al-mutanajis*) that cannot be cleansed, such as oil from a dead rat. Hanafi School: permits the sale of such items as long as they are not meant for consumption. Maliki School allows the sale of such items only after proper cleaning.
- 5) They are buying and selling water. Most scholars from Maliki, Hanafi, Shafi'i, and Hanbali agree that selling and purchasing privately owned water, such as healthy water or water stored on the owner's property, is permissible. However, the scholars of the Zahiriyah school generally prohibit it. There is also consensus on prohibiting buying and selling freely available water to all, such as natural water sources.
- 6) It refers to selling goods not present when contracting and cannot be physically inspected. Hanafi School permits such sales without requiring detailed descriptions. However, the buyer can reject the goods upon seeing them. Shafi'i and Hanbali Schools consider these sales invalid. Maliki School allows such sales with specific conditions: The goods must be located far away, not nearby. The seller (not necessarily the owner) must

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<sup>34</sup> Hendi, *Fiqh Muamalah*... 81.

provide a comprehensive description. The description should summarize all key characteristics of the goods. The seller cannot impose additional conditions.

- 7) They are selling and buying something before possession. Hanafi scholars prohibit the sale of goods that cannot be transferred before possession, but fixed goods are allowed. Conversely, Shafi'i scholars prohibit it. Meanwhile, Maliki scholars prohibit it regarding food, while Hanbali scholars prohibit measured food.
- 8) It is buying and selling fruits or plants. If there are no fruits yet, it is agreed that there is no contract. After the fruits are present but not yet ripe, according to Hanafi scholars, the contract is void, and according to the Consensus of Scholars, it is invalidated.

c. Prohibited due to Sharia reasons<sup>35</sup>

- 1) They are buying and selling with usury (*riba*). *Riba nasiah* and *riba fadl* are considered void by Hanafi scholars but invalid according to the Consensus of Scholars.
- 2) It is buying and selling with money from prohibited goods. According to Hanafi scholars, this is considered void, and the contract is made based on its value. However, according to the Consensus of Scholars, it is invalidated due to clear textual evidence from the hadith of Bukhari and Muslims that the Prophet Muhammad, peace be upon him, prohibited the sale of alcohol, carrion, dogs, and idols.
- 3) They buy and sell goods from intercepted goods. It refers to intercepting merchants on their way to their destination so that the interceptor gains profit.
- 4) It is bought and sold during the Friday call to prayer (azan). For men obligated to perform the Friday prayer, according to Hanafi scholars, it is prohibited during the first call to prayer, while according to other scholars, it is during the call to prayer when the sermon has begun. Hanafi scholars consider it reprehensible (*makruh tahrim*), while Shafi'i scholars consider

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<sup>35</sup> *Ibid.* 99.

it validly forbidden (*sahih haram*). It is not a widely accepted opinion among Maliki scholars and is not valid according to Hanbali scholars.

- 5) It buys and sells grapes to make wine (*khamr*). According to Shafi'i scholars, it is outwardly valid but reprehensible (*makruh*), while according to Maliki and Hanbali scholars, it is invalid.
- 6) Buying and selling a mother animal without its young is still tiny. It is prohibited until the young one is grown and independent.
- 7) They are buying and selling goods already agreed upon by someone else. If someone has agreed to buy something but still has the option to cancel, another person persuades them to cancel because they will buy it at a higher price.
- 8) It is buying and selling with conditions. According to Hanafi scholars, it is valid if the conditions are good. According to Shafi'i scholars, it is allowed if the conditions benefit one of the parties involved in the contract. In contrast, according to Hanbali scholars, it is invalid if it only benefits one of the parties involved in the contract.<sup>36</sup>

#### **B. Practice of Buying and Selling with the Kantongan System in the Kuala Stabas Community**

Buying and selling in society is a routine activity carried out by everyone at all times. However, the correct buying and selling according to Islamic law may not necessarily be implemented by all Muslim individuals.<sup>37</sup> In the world of trade, tools are used to determine the weight of an item or how much of an item is purchased by consumers<sup>38</sup>. One of the tools used in the business is called a measuring tool. A scale or measurement is a tool used in buying and selling. Scales or measurements are the most common measurement tools used in buying and selling or trading.

Kuala Stabas is one area in the Pasar Krui village, located strategically on the coast. Most of the residents are living as fishermen. Additionally, some residents

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<sup>36</sup> *Ibid.* 101.

<sup>37</sup> Wati Susiawati, "Jual Beli dan Dalam Konteks Kekinian," *Jurnal Ekonomi Islam* 8, no. 2 (2017): 172.

<sup>38</sup> Bela Candra Sari, Cindy Firantika Nabila, and Gandi Midhia, "JUAL BELI DENGAN KONSEP ALL YOU CAN EAT DALAM PERSPEKTIF FIQH MUAMALAH," *Mu'amalah : Jurnal Hukum Ekonomi Syariah* 1, no. 2 (June 15, 2022): 39–52, <https://ejournal.metrouniv.ac.id/index.php/muamalah/article/view/5000>.

gather seaweed during low tide if there are orders as an additional source of income, as not every day there are buyers due to a lack of demand and also the absence of seaweed collectors.

Based on direct observation, interviews with several sellers and buyers, and field observations, it can be seen that the buying and selling of seaweed in Kuala Stabas is done with the Kantongan system. Buying and selling within this Kantongan system has become a habit in the community. This buying and selling uses plastic bags as containers and measuring tools without weighing them first. Before being sold, the seaweed is processed by drying for about 2 to 3 days until completely dry. This drying system depends on the weather, so that it may take longer.

According to Mr Joni, buying and selling with the Kantongan system in Kuala Stabas has become a habit for sellers and has been going on for years. Usually, sellers use the Kantongan system when serving customers in a crowded environment to save time because weighing each item one by one would take longer. The seaweed to be sold is usually dried until completely dry, which can take 2-3 days, depending on whether the weather is hot. Mr Joni usually sells prepared or bagged seaweed; some are not bagged if buyers want to buy according to their needs.<sup>39</sup> Furthermore, when asked why she sells seaweed with the Kantongan system, Mrs. Ema said that buying and selling with this Kantongan system has been going on for decades when there were not many scales available as tools for measuring those items. According to Mrs Ema, sellers use plastic bags because they already have sizes, so buyers think there is no need to weigh them again.<sup>40</sup> Mr. Ruli also said that he sells seaweed with the Kantongan system because even though there are scales available now, sellers are still reluctant to use them to measure their merchandise because they are used to measuring with Kantongan. According to him, the seaweed sold is dried, so after it is taken, it is not immediately sold but dried first, then put into plastic bags so it is ready for sale, and buyers can pick or choose. Why do sellers sell seaweed in plastic bags? Because plastic bags already

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<sup>39</sup> Joni, Interview: Penjual Rumput Laut, Mei 2023.

<sup>40</sup> Erna, Interview: Penjual Rumput Laut, Mei 2023.

have sizes, and since Mr. Ruli first started selling seaweed, he has been using plastic bags.<sup>41</sup>

According to Mr. Yanto, traders set the same prices so fellow traders do not feel competitive. Traders set prices for one-kilo plastic bags at Rp. 25,000, while for half-kilo plastic bags, the price is Rp. 13,000. However, it is not uncommon for buyers to ask for a price they desire, such as Rp. 5,000.

Additionally, according to Mrs Lia, some sellers do not have scales because they are used to using bags. She continued that buyers are not always available daily, so sellers are reluctant to buy scales. Mrs Lia usually sells seaweed that is already prepared or bagged in advance after drying it to save time and facilitate sellers when it is busy.<sup>42</sup>

Seaweed sellers determine the requested items by hand and put them into plastic bags without reweighing the merchandise. However, some sellers have already prepared the merchandise to be sold, so it is already put into bags beforehand, allowing buyers to pick or choose without waiting for the seller to prepare. In terms of prices, there is no difference in prices between one buyer and another. Sellers do not distinguish the characteristics of buyers, such as whether they are regular customers, non-customers, employees, and traders. The buying and selling method provided is the same for everyone.

Mrs. Mega, as a buyer, says that buying and selling seaweed using the Kantongan system is standard. It is in line with the strategy of buying and selling. She said Mrs Mega does not mind whether buying and selling with the Kantongan system or weighing the items. Furthermore, she said that the quality of the seaweed sold is quite good, and the attitude of the sellers is very friendly towards buyers, so Mrs Mega does not mind buying and selling with the Kantongan system.<sup>43</sup>

According to another buyer, Mrs Dina, buying and selling with the Kantongan system in Kuala Stabas has become a habit for sellers. The difference between items weighed beforehand and items sold with the Kantongan system is not too big, so Mrs. Dina also does not mind buying and selling with the Kantongan

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<sup>41</sup> Ruli, Interview: Penjual Rumput Laut, Mei 2023.

<sup>42</sup> Lia, Interview: Penjual Rumput Laut, Mei 2023.

<sup>43</sup> Mega, Interview: Pembeli Rumput Laut, Mei 2023.



system. It is normal when there are many buyers.<sup>44</sup> Furthermore, Mrs Sinta says it is normal if the difference between items weighed and items sold with the Kantongan system is not too significant. If the difference is significant, then it is not normal, and according to Mrs. Sinta, it would be better to weigh it if the difference is considerable. However, as long as Mrs. Sinta buys seaweed with the Kantongan system in Kuala Stabas, the difference is not too significant because once Mrs. Sinta bought seaweed with the Kantongan system when she arrived home, she tried to weigh it, and the difference was not too significant. However, according to Mrs Sinta, it would be better to weigh it beforehand so that neither the seller nor the buyer feels disadvantaged and fair.<sup>45</sup>

Similarly, Mrs. Devi said the same thing; buying and selling seaweed with the Kantongan system is often done in Kuala Stabas, but Mrs. Devi still shops and buys seaweed because it is the closest place to her area. According to Mrs. Devi, she only buys what she needs, so it does not matter if the buying and selling with the Kantongan system aligns with her needs.<sup>46</sup> Another reinforcing opinion comes from Mrs Yel, who says buying and selling with the Kantongan system is standard. However, it would be better if the seaweed sold could be weighed beforehand so the buyer knows whether the weight is appropriate. However, even though buying and selling with the Kantongan system is done in Kuala Stabas, Pesisir Regency, Mrs. Yel still often buys it.<sup>47</sup> Thus, these are the buyers' opinions. While each buyer has a different opinion, most say that buying and selling seaweed using the Kantongan system is standard. So buyers do not mind because many are still interested even though sellers use the Kantongan method.

Based on the interviews conducted with sellers and buyers of seaweed, buying and selling seaweed with the Kantongan system in Kuala Stabas is as follows: the seller sells seaweed in plastic bags without measuring or weighing the merchandise beforehand. For example, if someone wants to buy half a kilogram of seaweed in a plastic bag for Rp. 13,000, the seller will take the amount requested by the buyer, which ideally should be weighed first, but in practice, it is only taken

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<sup>44</sup> Dina, Interview: Pembeli Rumput Laut, Mei 2023.

<sup>45</sup> Sinta, Interview: Pembeli Rumput Laut, Mei 2023.

<sup>46</sup> Devi, Interview: Pembeli Rumput Laut, Mei 2023.

<sup>47</sup> Yel, Interview: Pembeli Rumput Laut, Mei 2023.

using a plastic bag. Sometimes, the seller has already prepared the merchandise to be sold, so the seller has already put the merchandise into the plastic bag but still does not weigh it beforehand, the reason being to shorten the time and make it easier for the seller when it is busy. Sellers usually use bulk plastic bags for selling because bulk plastic bags already have sizes, so sellers assume they do not need to weigh them again.

This type of buying and selling has become a habit for seaweed sellers to facilitate faster sales. In addition, buying and selling with the Kantongan system has been going on for years, and sellers are reluctant to use scales to measure their merchandise because it is a difficult habit to change in society. Buying and selling with the Kantongan system like this does not have a difference in price for regular buyers. In this case, seaweed buyers have no complaints or feelings of loss with the Kantongan system because buyers never complain.

According to buyers, buying and selling with the Kantongan system is a common occurrence because it has been done by sellers for a long time, long before scales were used as measuring tools in buying and selling, and it has been a habit of sellers for years, even from generation to generation. However, some buyers suggest that it would be better if the seaweed sold were weighed first so that buyers know whether it matches the weight and to avoid any parties feeling disadvantaged, both sellers and buyers. In this case, buyers also feel comfortable buying seaweed with the Kantongan system in Kuala Stabas because the sellers are always friendly towards buyers, never imposing their will on buyers, selling seaweed with reasonably good quality, and measuring the merchandise according to the buyer's wishes even though it is done with the Kantongan system.

### **C. Buying and selling with Kantongan System from the Perspective of Shariah Economic Law**

In trade, justice must be upheld, including ensuring proper measurement and weight without any reduction. Therefore, everyone should strive to act justly because true justice is achievable. That is why balance and appropriateness in measurement are crucial to prevent any party from feeling disadvantaged. Regarding measurement or weight, the buying and selling of seaweed in Kuala Stabas differs from the standard, using a Kantongan system. In this sense, the seller

takes the goods without prior weighing. The seller may take less or more than agreed upon in such a system.

Trading activities must fulfill their requirements and pillars to be considered valid, and there must also be an element of willingness or mutual consent between both parties. As stated in Surah An-Nisa verse 29, which means: "O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent." (Quran, An-Nisa 4:29)

Trade practices will be deemed valid if they meet the pillars and conditions of trade as determined, namely:

1. The contracting parties or *al-muta'qidain*. From the above trade implementation analysis, this pillar is not contradictory because the contracting parties are the buyer and the seller. The condition of the contracting parties has been fulfilled, namely being mature, rational, and competent, and based on their own will without coercion from any party.
2. *Sighat* (declaration of offer and acceptance). The practice between the seller and the buyer does not contradict because there is a *sight* (declaration of offer and acceptance). The offer and acceptance are made verbally. The condition of offer and acceptance has been fulfilled; namely, the speaker must be mature and rational, and both parties involved in the trade are present and discussing the same matter.
3. The existence of the item being traded. The practice of buying and selling with a bag system fulfills its pillar, namely the existence of the item being traded and the condition of the traded item, namely that it can be utilized, delivered, owned by someone, and its weight, quantity, measurement, and other dimensions can be known. Buying and selling seaweed with this bag system already fulfills this condition by measuring the plastic bags used in the trade.
4. The existence of exchange value. This fourth pillar is fulfilled in practice, namely the existence of exchange value and an agreed-upon price by the seller and the buyer, and the amount is precise.

Buying and selling seaweed with the Kantongan system in the Kuala Stabas, West Coast District community, has been a longstanding tradition for decades. Thus, sellers

and buyers consider buying and selling with this Kantongan system as a replacement for measurement or weighing. The practice of buying and selling seaweed with the kantongan system in Kuala Stabas, from the perspective of Shariah economic law, is valid and permissible because it complies with its conditions and pillars, namely contracting parties, offer and acceptance, and the subject matter. Consequently, there is clarity regarding the legal status of buying and selling seaweed with the Kantongan system; it is valid. The clarity of the legal status of the practice indirectly reinforces the social legitimacy that the Kuala Stabas community has long practiced.

The goods or objects being traded fulfill the pillars and conditions of trade because the objects being traded have measurements, namely in kilogram plastic bags such as half a kilo and one kilo. Buyers also consider this practice normal and feel satisfied and just, while for sellers, it has become a longstanding tradition for decades, so the kantongan system in buying and selling seaweed is considered a replacement for measurement or weighing by both sellers and buyers. However, from an environmental health perspective, the use of plastic bags is not ideal. It would be better to replace plastic bags with other materials of the same size, such as paper or cloth bags.

## **Conclusion**

As for the conditions of sale and purchase, it is necessary that the object being bought and sold can be identified (seen) and that the quantity, weight, measurement, or other dimensions of the object can be determined, and all of these conditions have been met. Buyers also consider this to be reasonable and fair. They feel satisfied and just, while for the sellers, it has become a customary practice that has been going on for decades, so this system of using plastic bags in the buying and selling of seaweed is considered a substitute for measuring or weighing by both the seller and the buyer. Therefore, it can be concluded that the practice of buying and selling seaweed using the Kantongan system in the Village of Kuala Stabas, West Pesisir Regency, is legitimate and permissible according to the perspective of Sharia economic law because it complies with the pillars and conditions of buying and selling, namely: the parties involved (*Aqidain*), the form of contract (*ijab qabul*), and the subject matter (*Ma'qud 'alaih*).

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