

# **The Strategy of Grain Traders in Rice Cultivation from a Sharia Economic Perspective (Case Study in Jangkar District, Situbondo Regency)**

## **Strategi Pedagang Gabah dalam Budidaya Padi Perspektif Ekonomi Syari'ah (Studi Kasus di Kecamatan Jangkar Kabupaten Situbondo)**

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### **Abstract**

Seedling System is the practice of buying and selling chili peppers between farmers and traders, which was previously preceded by the provision of chilli seeds from traders to farmers free of charge, giving these seeds by the trader as a strategy so that farmers, especially those who lack capital, can keep farming planting chilies and becoming a permanent supplier of chili to the trader. This study uses qualitative research with a case study approach. The results of the study showed that giving seedlings from traders to farmers including the bi syartin grant agreement, Ulama' differed in their legal status, according to the Hanafi, Maliki, Hambali and Syafi'i schools (in qoul adharnya) saying the law was valid, while according to some Syafi'I schools (the opposite of qoul adhar) and some of the Hambali schools say that it is invalid, on the grounds that the grant agreement is a Tabarru contract' which is very contrary to compensation.

**Keywords:** *Economic, Trader Strategy, Finance Capital System*

### **Abstrak**

Sistem Pembibitan adalah praktek jual beli cabai antara petani dan pedagang yang sebelumnya didahului dengan pemberian benih cabai dari pedagang kepada petani secara cuma-cuma, pemberian benih tersebut oleh pedagang sebagai strategi agar petani khususnya yang kekurangan modal, bisa tetap bertani menanam cabai dan menjadi pemasok tetap cabai ke pedagang. Penelitian ini menggunakan penelitian kualitatif dengan pendekatan studi kasus. Hasil penelitian menunjukkan bahwa pemberian bibit dari pedagang kepada petani termasuk akad bi syartin hibah, Ulama' berbeda status hukumnya, menurut mazhab Hanafi, Maliki, Hambali dan Syafi'i (dalam qoul adharnya) mengatakan hukumnya adalah sah, sedangkan menurut beberapa madzhab Syafii'i (kebalikan dari qoul adhar) dan sebagian madzhab Hambali mengatakan tidak sah, dengan alasan akad hibah adalah akad tabarru' yang sangat bertentangan dengan ganti rugi.

**Kata Kunci:** *Ekonomi Islam, Strategi Pedagang, , Ekonomi Syari'ah*

## Introduction

The primary identity in the field of economy is that Islam adheres to a profit-sharing pattern which is understood that there will be forms of profit and loss that are enjoyed and borne by all parties involved in the economic endeavor. This concept provides an overview of the principles of balance and justice<sup>1</sup>.

Allah prescribes buying and selling as a gift of freedom for His servants because every human being needs clothing, food, and others continuously as long as the human is still alive. This cannot be fulfilled by itself but after dealing with other people, namely exchanging, in buying and selling<sup>2</sup>.

In the Hadith it is explained:

عن رفاة ابن رافع رضي الله عنه ان النبي صلى الله عليه وسلم سئل اي الكسب اطيب عمل الرجل بيده وكل بيع مبرور (رواه البزار وصححه الحاكم)

Meaning: "From Rifa'ah Ibn Rafi' that the Prophet sallallaahu 'alaihi wa Sallam was asked: What is the best job?. He said: "A person's work with his hands and every transaction that is clean."<sup>3</sup>

Sale and purchase contracts have various forms. Buying and selling are usually seen from the method of payment and contracts for the delivery of goods to be traded. Islam pays great attention to these elements in buying and selling transactions, such as injustice and fraud. Islam prohibits fraud (*Gharrar*), dishonesty, reducing the dose and scales, hiding the damage to the goods on the scales, and reducing the amount of the goods traded.

However, nowadays, buying and selling, especially among the residents of the Jangkar District, do not understand the norms (ethics) of buying and selling. Sometimes, they violate the applicable Islamic Law, and buying and selling are more profitable for the traders.

Basically, in buying and selling, some concepts should be considered. However, in practice, especially the sale and purchase of grain in the Jangkar sub-district, Situbondo Regency, is by applying Islamic law. Therefore, to find out to what extent the buying and selling activities are and how Islamic law views the buying and selling practice, descriptive research is needed on the buying and selling practices they do. Research is carried out to determine factors and rules that may deviate from the rule of law. Islam.

Based on the preliminary research, because so many grain traders have grain mills, this has resulted in much competition in gaining the trust of rice farmers so that rice millers sell their rice. So that grain traders use a strategy by offering capital with a debt system in the form of money or goods such as rice seeds, pesticides, fertilizers and so on that are needed by rice farmers in managing their fields with the intention that farmers will feel helped in terms of costs and their payments are cut or paid off. Taken from the rice

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<sup>1</sup> Drs. H. Sayukri Iska, M. Ag. Ph.D, 2012, *system perbankan syariah di Indonesia dalam perspektif fikih ekonomi*, Yogyakarta, Fajar Media Pres, hal 213.

<sup>2</sup> Ibid, hal 168.

<sup>3</sup> Ahmad Bin Ali Bin Hajar Al-Atsqalani, "Bulughul Maram Min Adilatil Ahkam". hlm. 158.

that is sold later when it is harvested. However, the majority of grain traders offer this capital. Some consequences must be borne by the rice farmers. When it is harvested they have to grind the grain and sell the rice to the grain traders who have provided the capital.

In practice, the farmers deliver their harvested crops to be milled in the field. And when the rice has been ground, it is weighed for cash, and it is cut to pay fees or debts used for capital or living expenses given when caring for or growing rice.

However, regarding the price of rice itself, there is a discount or margin from the selling price prevailing in the market and even in determining the price determined by traders by not following the price of rice prevailing in the market, meaning that the price of rice is determined below the price of rice prevailing in the market.

There are several phenomena for farmers, especially the lack of farmer capital. This phenomenon, as happened in the Jangkar sub-district, Situbondo district, are farmers who have paddy fields but do not have enough money to grow gardens, especially rice plants, because caring for rice plants from planting to harvesting is quite long. Hence, farmers need quite a lot of money as capital. To manage his fields, starting from the cost of plowing the fields, buying seeds, fertilizers, cleaning the grass, irrigation, and even labor costs when it's time to harvest<sup>4</sup>.

This condition was captured by the grain traders (rice mill owners) as an opportunity by making a strategy of offering capital loans to farmers in need, only that there were inevitable consequences that the farmer had to meet when he decided to take capital debts to these traders: First; When the crop is harvested, the farmer must grind the grain and sell the rice to the traders who have provided the capital.

Second, during the rice harvest, the rice must be sold to investors below market price (there is a discount). For example, the market price of rice at that time was 10,000/Kg. Then the farmer who takes the debt from the trader must sell his rice for 9,000/Kg. Third, This consequence continues as long as the debt owned by the farmer has not been paid off<sup>5</sup>.

It's just that the transaction or agreement/agreement as above is not recorded or is not black and white but based on trust between the two so that the deal does not have formal legal force.

According to the researcher, several contracts are unclear about their legal status. First; is a contract for providing capital to rice farmers, which is a word contract (debt receivable) in the category of what *qordh* contract. Second, a rice sale and purchase contract at a price below market standards. Although this contract is clear, it is a sale and purchase contract, but at the legal level, there is ambiguity considering that farmers are not given a choice to sell their harvests to other parties whose prices are higher. This sale and purchase contract still contains coercion to the rice farmers.

As has been determined by *syara'*, the sale and purchase transaction should not burden one party and must consider the contract, the value of justice, and willingness. As confirmed in His word:

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<sup>4</sup> Arnito, Petani cabai, Wawancara, Curah Kalak 17 Agustus 2019.

<sup>5</sup> Sumojo, Petani cabai, wawancara, Agel Kec. Jangkar, 15 Agustus 2019.

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

Meaning: "O you who have believed, do not consume one another's wealth unjustly[179] but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allāh is to you ever Merciful" (QS. An-Nisaa': 29).<sup>6</sup>

## Theoretical Framework

### A. Definition of buying and selling

According to etymology, buying or trading in fiqh terms is called *al-bai'*, which means selling or exchanging. Wahbah al-Zuhaily interprets linguistically by exchanging one thing for another. In Arabic, the word *al-Bai'* is sometimes used to indicate the opposite, namely the phrase *al-Syira* (buy). Thus, the word *al-bai'* means to sell but also means to buy<sup>7</sup>.

As explained by Sheikh Taqiyuddin Al Husny in the book *Kifayatul Akhyar* as follows:

الْبَيْعُ فِي اللُّغَةِ إِعْطَاءُ شَيْءٍ فِي مُقَابَلَةِ شَيْءٍ وَفِي الشَّرْعِ مُقَابَلَةُ مَالٍ بِمَالٍ قَائِلِينَ  
لِلتَّصَرُّفِ بِإِجَابٍ وَقَبُولٍ عَلَى الْوَجْهِ الْمَأْدُونِ فِيهِ

Meaning: Linguistic buying and selling mean giving an item to be exchanged for another item (barter). Sale and purchase according to *syara'* means the exchange of property with property for *tasharruf/* management accompanied by *lafadh ijab* and *qabul* according to the permitted rules (valid).<sup>8</sup>

Sheikh Ahmad bin Ahmad bin Salamah Abul Abbas Syihabuddin al-Qulyubi defines buying and selling is;

عَقْدٌ مُعَاوَضَةٌ مَالِيَّةٌ تُفِيدُ مِلْكَ عَيْنٍ أَوْ مَنْفَعَةٍ عَلَى التَّائِيدِ

Meaning : The contract of exchanging goods with property value, which causes the transfer of ownership of goods or benefits that are permanent.<sup>9</sup>

### B. Basic law of buying and selling

#### a. Al-Qur'an

Allah SWT. said in surah Al-Baqarah (2:275) :

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَاَ فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَاتَّقِهَا فَلَهُ مَا سَلَفَ  
وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Artinya: But Allāh has permitted trade and has forbidden interest. So whoever has received an admonition from his Lord and desists may have what is past, and his affair rests with

<sup>6</sup> Depag RI, *Al-Qur'an dan Terjemahnya*..., 274.

<sup>7</sup> Al-Zuhaily, *Al-Fiqh al-Islami*, 87.

<sup>8</sup> Taqiyuddin Abu Bakar bin Muhammad Al-Hushny, *Kifayatul Akhyar fi Hilli Ghayati al- Iktishar* (Surabaya: Al-Hidayah, 1993), 239.

<sup>9</sup> Syihabuddin al-Qolyubi, *al-Qolyubi, Juz II*, 191.

*Allāh. But whoever returns [to dealing in interest or usury] - those are the companions of the Fire; they will abide eternally therein.*<sup>10</sup>

b. Hadith

حَدَّثَنَا أَبُو الْعَبَّاسِ مُحَمَّدُ بْنُ يَعْقُوبَ ، حَدَّثَنَا الْعَبَّاسُ بْنُ مُحَمَّدٍ الدُّورِيُّ ، حَدَّثَنَا الْأَسْوَدُ بْنُ عَامِرٍ ، حَدَّثَنَا شَرِيكٌ ، عَنْ وَائِلِ بْنِ دَاوُدَ ، عَنْ جَمِيعِ بْنِ عُمَيْرٍ ، عَنْ خَالِهِ أَبِي بُرْدَةَ ، قَالَ: سَأَلَ النَّبِيَّ أَيُّ الْكُسْبِ أَطْيَبُ ؟ فَقَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ وَكُلُّ بَيْعٍ مَبْرُورٍ .

Artinya: "The Prophet (peace and blessings of Allaah be upon him), when asked about the best livelihood he replied, one works with his hands and every trade is successful. (Meaning there is no element of deception and betrayal)".<sup>11</sup>

C. Syarat dan rukun bai'

According to *Jumhur Ulama'*, there are four pillars of Bai';

- 1) There are people who contract (seller and buyer).
- 2) There are sighat (the word ijab qabul).
- 3) There are items purchased (ma'qud alaih)
- 4) There is an exchange rate for replacement goods.

D. Accounts payable (al-Qardh )

1. Definition of account payable (al-Qardh)

*Qardh* means loans or debts. Etymologically, *qardh* means to cut.<sup>12</sup> It was named because the money is taken by the person who lent it, cutting off some of his wealth.<sup>13</sup> Assets that are paid to the muqtarid (who are invited to the *qardh* contract) are called *qardh* because they are a part of the property of the *muqrid* (owner of the goods).<sup>14</sup> *Qiradh* is a noun (masdar). The word *qiradh* has the same language meaning as *qardh*. *Qiradh* also means goodness and or badness that we lend. *Al-Qardh* is a loan given to a *muqtaridh* who needs funds and/or money.

The definition of al-Qardh according to terminology, among others, was put forward by the Hanafi scholars. According to him, *qardh* is

الْقَرْضُ هُوَ مَا تُعْطِيهِ مِنْ مَالٍ مِثْلِيٍّ لِتَتَقَاَصَاهُ ، أَوْ بَعْبَارَةً أُخْرَى هُوَ عَقْدٌ مُخْصُوصٌ يَرُدُّ عَلَى دَفْعِ مَالٍ مِثْلِيٍّ لِأَخْرَجِيٍّ وَمِثْلَهُ.<sup>15</sup>

Meaning: "Qardh is property that is given by someone from the mitsil property (which has a parable) to be later paid or returned. Or in other words, qardh is a special

<sup>10</sup> Departemen Agama RI, *Al-Qur'an dan Terjemah*..., 47.

<sup>11</sup> Hakim, *Al-Mustadrak ala Shahihaini lil Hakim*, Maktabah Syamilah, Juz 2, 13.

<sup>12</sup> Isnawati Rais dan Hasanudin, *Fiqh Muamalah dan Aplikasinya pada Lembaga Keuangan Syariah*, (Jakarta: Lembaga Penelitian UIN Syarif Hidayatullah, 2011), 149

<sup>13</sup> Sayyid Sabiq, *Fiqh Sunnah*, (Jakarta: Pena Pundi Aksara, 2008), 181

<sup>14</sup> Azharuddin Lathif, *Fiqh Muamalat*, (Jakarta: UIN Jakarta Press, 2005), 150

<sup>15</sup> Ahmad Wardi Muslich, *Fiqh Muamalah*, (Jakarta: Amzah, 2010), 273

agreement to hand over property (*mal mitsil*) to someone else and then return it exactly as it was received.”

Meanwhile, Sayyid Sabiq in his book gives the definition of qardh as follows:

الْقَرْضُ هُوَ الْمَالُ الَّذِي يُعْطِيهِ الْمَقْرَضُ لِلْمَقْرَضِ لِيَرُدَّ مِثْلَهُ إِلَيْهِ عِنْدَ قُدْرَتِهِ عَلَيْهِ.<sup>16</sup>

Artinya: “*Al-qardh is the property given by the debtor (muqridh) to the debtor (muqtarid) to then be returned to him (muqridh) as he received it, when he has been able to pay it.*”

Meanwhile, the definition of qardh according to Malikiyah scholars is "a surrender of property to another person which is not accompanied by *'iwadh* (reward) or additional in its return." Meanwhile, according to the Syafi'iyah scholars, "qardh has the same meaning as the term *as-Salaf*, namely the contract of ownership of something to be returned with a similar or equivalent".

From this definition, it appears that *qardh* is one type of approach to *taqarrub* to Allah and is a type of *muamalah* with the pattern of *ta'awun* (help) to other parties to meet their needs, because *muqtaridh* (debtors/debtors) are not required to give *'iwadh* (additional) in returning the borrowed property to the *muqridh* (who provides loans / creditors), because *qardh* cultivates a gentle nature to humans, loves and provides convenience in their affairs and provides a way out of the sorrow and fog that surrounds them.

A *qardh* agreement is a loan agreement. In a *qardh* agreement, the lender (the creditor) provides a loan to another party on the condition that the loan recipient will return the loan at the agreed time with the same amount when the loan was given.<sup>17</sup>

The definition of these debts, which is closer to an easily understood understanding, is: "the delivery of assets in the form of money to be returned on time with the same value. The word "surrender of property" here implies the relinquishment of ownership from the owner. The word "to be returned in due time" implies that the relinquishment of ownership is only temporary, in the sense that what is handed over is only the benefit. "In the form of money" here means money and is valued by money. From this understanding it is distinguished from borrowing because what is handed over here is property in the form of goods. The word "same value" implies that returns with increased value are not called debts, but are usurious efforts. What is returned is "value" meaning that if what is returned to its original form, it is included in borrowing and not debts.<sup>18</sup>

From the definitions that the author has put forward above, it can be concluded that *al-qardh* is a contract between two parties, in which the first party gives money or goods to the second party to be used on the condition that the

<sup>16</sup> Sayid Sabiq, *Fiqh As-Sunnah Juz III*, (Beirut: Dar Al-Fikr, 1977), 128

<sup>17</sup> Sutan Remy Sjahdeini, *Perbankan Islam dan Kedudukannya dalam Tata Hukum Perbankan Indonesia*, (Pustaka Umum Grafiti, Jakarta, 2007), 75

<sup>18</sup> Amir Syarifuddin, *Garis-Garis Besar Fiqh*, (Jakarta, Prenada Setia 2003), 222

money or goods must be returned exactly as he received it. From the first party. Besides that, it can be understood that al-qardh can also be interpreted as a contract or transaction between two parties. So, in this case, qardh is defined as the act of giving something to another party that must be returned later, not something (mal/treasure) that was given.<sup>19</sup>

#### E. Basic law of accounts payable (al-Qardh)

##### 1. Hukum Al-Qur'an

Firman Allah SWT in QS. al-Hadid: 11

مَنْ ذَا الَّذِي يُقرضُ اللَّهَ قَرْضًا حَسَنًا فَيضَعِفَهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

Artinya: "Who is it that would loan Allāh a goodly loan so He will multiply it for him and he will have a noble reward?"<sup>20</sup>

From the side of muqridh (people who give debt), Islam recommends that its people assist others in need by providing debt. From the side of muqtaridh, debt is not a prohibited act but is permissible because a person owes a debt to use the goods or money he owes to meet his life needs, and he will return it exactly as he received it.<sup>21</sup>

##### 2. Hadith

*Qiradh* is a form of taqarrub to Allah SWT because qiradh means being gentle and loving fellow human beings, providing convenience and solutions for suffering and difficulties that befall others. Islam encourages and likes people who lend (qiradh), and allows for people who are given qiradh, and does not consider it as something makruh, because he receives wealth to be used to meet his needs. The borrower returns the property as before<sup>22</sup>

From Jabir bin Abdullah:

قَالَ دِتَارٌ، بِنِ مُخَارِبٍ عَنِ مِسْعَرٍ، عَنْ يَحْيَى، حَدَّثَنَا حَنْبَلٌ، بِنِ أَحْمَدَ حَدَّثَنَا دِينَ وَسَلَّمَ عَلَيْهِ اللَّهُ صَلَّى النَّبِيِّ عَلَى لِي كَانَ (بِقَالَ اللَّهِ، عَبْدِ بِنِ جَابِرِ سَمِعْتُ) وَرَادِي فَضَّانِي

Artinya: "I once had a debt to the Prophet SAW and he paid the debt and added it." (Shahih: Muttafaq Alaih).<sup>23</sup>

From these hadiths it can be understood that qardh (debt or loan) is a recommended action, which will be rewarded by Allah SWT. and includes goodness if the borrower provides additional assets or goods he borrows on a voluntary basis, not because he meets the loan requirements.

##### 3. Fiqh

The basic law for debts (qardh) in the rules of fiqh muamalah is:

الأصل في المعاملة ملة إلا با حة إلا أن يدل دليل على تحريمها

Artinya: "The original law in all forms of muamalah is permissible unless there is a proposition that forbids it"<sup>24</sup>

<sup>19</sup> Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta: Amzah, 2010), 274

<sup>20</sup> Departeman Agama RI, *Al-Quran dan Terjemah*, (Bandung: PT. Jumanatul Ali-ART, 2007), 282

<sup>21</sup> Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta: Amzah, 2010), 274-275.

<sup>22</sup> Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta: Amzah, 2010), 274-275.

<sup>23</sup> Muhammad Muhyiddin Abdul Hamid, *Sunan Abi Daud*, (Bairut, Al-Maktabah Isriyah) Juz 3, 248.

الْعَبَّاسُ أَبُو ثَنَا: قَالَ أَمْرُو أَبِي بِنِ سَعِيدٍ وَأَبُو الْحَافِظِ اللَّهُ عَبْدُ أَبُو أَخْبَرَنَا اللَّهُ  
عَبْدُ عَنْ يَحْيَى بِنِ إِدْرِيسَ حَدَّثَنِي , مُتَّفِقًا بِنِ إِبْرَاهِيمَ ثَنَا يَعْقُوبَ بِنِ مُحَمَّدٍ  
عَنْ النَّجَّيْبِيِّ مَرْزُوقِ أَبِي عَنْ حَسِبِ أَبِي بِنِ يَزِيدَ حَدَّثَنِي: قَالَ عِيَّاشُ بِنِ جِرِّ  
قَرِضٌ كُلُّ " قَالَ أَنَّهُ وَسَلَّمَ عَلَيْهِ اللَّهُ صَلَّى التَّيِّ صَاحِبِ عِبِيدِينَ فَضَالَةٌ  
مَوْفُوفٌ " الرِّبَا وَجُوهٌ مِنْ وَجْهٍ فَهُوَ مَنَفَعَةٌ

Artinya: "Every loan that attracts benefits (by creditors) is one of the forms of usury".<sup>25</sup>

#### F. Pillars and terms of Debts (al-Qardh)

There are four conditions for a valid *qardh*:

*First.* The *qardh* contract is carried out with shigah *ijab qabul* or other forms that can replace it, such as the *mu'athah* method (performing the contract without *qabul* consent) in the *jumhur* view. However, according to *Syafi'iyah* the *mu'athah* method is insufficient as in other agreements..

*Second.* The capability to make a contract. Both the lender and the recipient of the loan are of puberty, sane, able to apply as an adult, willing without coercion, and allowed to do *tabarru'* (donate). Because *qardh* is a form of *tabarru'* contract, it should not be done by small children, insane people, fools, people whose actions are limited in spending property, forced, and a guardian who is not very compelled, or there is a need. It is because they are not all people who are allowed to do *akad tabarru'* (donate).

*Third.* According to *Hanafiyah*, the property lent must be *mitsli* property. While in the view of the majority of scholars, it is allowed with any property that can be used as collateral, such as money, grains, and *qimiy* property such as animals, immovable goods and others.

*Fourth.* The property lent is clear in size, whether in measure, weight, number, or length, so that it can be easily returned. And from types that have not been mixed with other styles, such as wheat mixed with barley because it is difficult to return instead.

#### G. Addition to accounts payable (al-Qardh)

There are two kinds of additions to *qardh* (debts), which are as follows:

1. Required additions. Thus this is prohibited based on *ijma'*. Likewise, the benefits that are required, such as the words: "I give you a debt on condition that you give me the right to occupy your house," or other conditions for benefits. This includes engineering against usury.
2. If the addition is given when paying a debt without conditions, then this is permissible and includes a reasonable payment based on the hadith that has been stated in the entire article of *al-qardh* (debts).<sup>26</sup>

<sup>24</sup> A. Dzajuli, *Kaidah-Kaidah Fiqh (Kaidah Hukum Islam dalam Menyelesaikan Masalah yang Praktis)*, (Jakarta, Kencana, 2007), 138

<sup>25</sup> Ahmad bin Husin bin Ali bin Musa Abu Bakar al-Baihaqi, *Sunan al-Baihaqi al-Kubro*, (Maktabatul Mukarromah: Maktabah Darul Baazi, 2003), Juz 5, 573.

<sup>26</sup> Abdullah bin Muhammad Ath-Thayyar, Abdullah bin Muhammad Al-Muthlaq dan Muhammad bin Ibrahim, *Ensiklopedi Fiqih Muamalah dalam Pandangan 4 Madzhab*, (Yogyakarta: Maktabah Al-Hanif, 2009), 168-169

When returning borrowed goods, what is required is a balanced amount. Therefore, both parties must know the amount and nature of the goods lent. The goal is that the balance can really be realized. Thus, the return of borrowed goods, whether with the potential for usury, must be of the same rate, not less, nor of better quality or worse. Such is the basic law. However, as long as it is not required, excess levels and properties are still allowed.

## H. Riba dan its problems

### 1. Definition of riba

Riba, according to language, has an added meaning. While according to the term *syara'* is the surrender of the substitution of something with something else that cannot be seen according to the *syara'* scales at the time of the contract or accompanied by ending in exchange or only one of them.<sup>27</sup>

Riba means *ziyadah* (additional), in another sense. Also means to grow and enlarge. Meanwhile, according to the technical term, usury means taking extra from the main assets or capital in a vanity manner.<sup>28</sup>

Riba means *ziyadah*, addition, growth, and enlargement. It means additional taking in both buying and selling transactions and lending and borrowing in vanity or contrary to the principle of *muamalah* in Islam.<sup>29</sup>

Riba means *ziyadah*, addition, growth, and enlargement. It means additional taking in both buying and selling transactions and lending and borrowing in vanity or contrary to the principle of *muamalah* in Islam.

Riba means *ziyadah* (additional), and the name is more. What is meant here, according to *syara'* is a contract that occurs with a particular exchange. It is not known whether it is the same or not according to the rules of *syara'*. Another definition says that usury is all the additions required on the principal property, meaning what is taken by someone without going through a trading business and without making any effort as an addition to the principal property.<sup>30</sup>

There are two main views regarding usury. Many Muslims believe that the interpretation of usury as contained in *fiqh* is the correct interpretation and, therefore, must be followed. For others, the prohibition of usury is understood as exploiting economically disadvantaged people in society by relatively surplus people.

From a religious perspective, it is not only Islam that condemns the practice of usury. Judaism and Christianity also condemn it. As quoted by *zahr* in the *inzil* text: "... do not take usury from your Israelite brothers, either in the form of silver or food ...". Even so, the practice of usury continues. In the days of ignorance, the practice of usury is not a new thing. Even among members of the ignorant society, there are those who view usury is a despicable act.

### 2. Types of riba

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<sup>27</sup> Asy-Syekh Muhammad Bin Qosim Al-Ghazy, *Terjemahan Fat-Hul Qorib*, Al-Hidayah, Surabaya, 1991, jilid I, hal.334

<sup>28</sup> Arif Maftuhin, *Menyoal Bank Syariah* (Jakarta: Paramadina, 2004), 26.

<sup>29</sup> Muhammad bin Qosim Syamsuddin Al-Gazi, *Fathul Qorib Mujib* (Bairut, Lebanon, 2005), 164.

<sup>30</sup> Yusuf qardawi, *Fatwa-Fatwa Kontemporer* (Jakarta: Gema Insani Press, 1995), 763.

Riba if viewed broadly, can be divided into four types, each of which is usury *Fadl*, usury *Qordh* (Debts and Receivables), usury *Yad* and usury *Nasa'*:<sup>31</sup>

a. Riba *Fadh*

There are several definitions of riba qardh, namely debt on the condition that the debtor has an advantage. Another opinion is a specific benefit or level of excess required of the debtor (muqhtarid). So the simple meaning is the profit taken from the debt given by the creditor to the debtor.

b. Riba *Qardh*

There are several definitions of riba qardh, namely debt on the condition that the debtor has an advantage.<sup>32</sup> Another opinion is a specific benefit or level of excess required of the debtor (muqhtarid).<sup>33</sup> So the simple meaning is the profit taken from the debt given by the creditor to the debtor.

c. Riba *Yad*

Transactions without knowing the payment price when someone has a sale and purchase agreement before handing over the goods. Like a person buying goods in installments, but it is not known for sure the nominal amount that will be paid. So that until the end of the transaction, there is no agreement on the price to be paid. So the previous installments look useless.<sup>34</sup>

d. Riba *Nasi'ah*

It is an excess of receivables given by the person who owes it to the owner of the capital when the agreed time is due. If the due date has arrived, it turns out that the person who owes the debt is unable to pay the debt and the excess, then the time can be extended, and the amount owed is increased.<sup>35</sup> It is required that one of the two goods exchanged is suspended for delivery.<sup>36</sup> Suspension of delivery or receipt of usury goods that are exchanged for other types of usury goods. The emergence of usury is due to differences, changes or additions between what is given now and what is handed over later.<sup>37</sup>

The several types of usury described above have been in effect since the time of the Messenger of Allah. In principle, everyone agrees that usury on gold, silver, and food is haram until now.<sup>38</sup>

As stated by al-Mutawally that all types of usury are forbidden by ijma' based on the texts of the Qur'an and the Hadith of the Prophet.<sup>39</sup> Because

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<sup>31</sup> Asy-syekh Muhammad bin Qasim al-Ghazi, *Terjemahan Fat-Hul Qorib*, Al-Hidayah, Surabaya, 1991, jilid I hal 324

<sup>32</sup> M.Syafi'I Antonio, *Bank Syariah dari Teori ke Praktik*, (Gema Insani Press, Jakarta, 2001, cet I), Hal :290

<sup>33</sup> M.Syafi'I Antonio, *Bank Syariah dari Teori ke Praktik*, (Gema Insani Press, Jakarta, 2001, cet I), hal.41

<sup>34</sup> Ibn Rusyd sebagaimana dikutip oleh Rachmat Syafei, *FIQH Muamalah*, (Bandung : CV Pustaka Setia, 2001) h.262-263

<sup>35</sup> Muhammad, *Lembaga-Lembaga, Keuangan Umat Kontemporer*, (Yogyakarta: UUI Press, 2000),148.

<sup>36</sup> H. Sulaiman Rasyid, *Fiqih Islam*, PT. Sinar Baru Algensindo, Bandung, 1994, hal.291

<sup>37</sup> M.Syafi'I Antonio, *Bank Syariah dari Teori ke Praktik*, (Gema Insani Press, Jakarta, 2001, cet I), 43.

<sup>38</sup> Asy-syekh Muhammad bin Qasim al-Ghazi, *Terjemahan Fat-Hul Qorib*, Al-Hidayah, Surabaya, 1991, jilid I hal45

<sup>39</sup> M.Syafi'I Antonio, *Bank Syariah dari Teori ke Praktik*, (Gema Insani Press, Jakarta, 2001, cet I).Hal.45

both texts and ijma' forbid usury, there is no opportunity to justify it by reasoning argument (ijtihad) because it is not permissible to ijtihad if there is a clear text.<sup>40</sup>

## Research Methods

The type of research conducted is field research or field research. Because this study tries to understand the social problem of rice farmers' debts to grain traders and pay them with their harvests. The method taken is to find and collect data sources directly from farmers who are also rice sellers and middlemen as buyers in the village. While this type of research is qualitative descriptive research with a Sharia Economic Perspective approach because the data on research on contracting outrages in the sale and purchase of rice in a Sharia Economic perspective conducted in the Jangkar District, Situbondo Regency was analyzed and the results were described and applied.

This research was conducted on rice traders and farmers in the Jangkar District, Situbondo Regency. The researcher used the purposive sampling method in selecting informants, namely, taking data source informants with specific considerations. One of these considerations is that the informant in this study is an actor who is directly involved in the problem studied by the researcher or the informant is a community leader, making it easier for researchers to explore the object under study.

The author does several things or data collection techniques so that the data obtained is by what happened, including the following: Observation, Interview, and Documentation. Data Analysis Method used the descriptive-analytical method. Descriptive here aims to describe the research object based on data obtained from the thing under study. While analytical means that researchers will try to analyze it with theories about Qordh contracts, Bai' contracts, and Riba.

This research is qualitative, while this research focuses on the general principles that underlie the manifestation of the units of symptoms that exist in human life. Cultural phenomena in the form of traditions from the community concerned are then described and analyzed using the theories mentioned above to understand the prevailing patterns. In other words, data from observations and interviews with actors, both farmers, and mediators, were analyzed, which aims to increase the writer's understanding of the practice of buying and selling rice with a debt-giving system.

As quoted from Miles and Huberman, the stages carried out by researchers are as follows; Data reduction. Reducing means summarizing and choosing the main points to focus the discussion on essential things by looking for themes and patterns. Thus the data that has been reduced will provide clarity and make it easier for the author to collect data. In this case, the author collects essential data points from the results of observations and interviews with actors, both coffee farmers, and mediators/traders, whose aim is to clarify and make it easier for the authors to collect data.<sup>41</sup>

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<sup>40</sup>Ahmadasy-Syarbasy, *Yas Alunaka: Tanya Jawab Lengkap Tentang Agama dan Kehidupan*, Jakarta :Lentera Basritama, 2001,Cet.I),201.

<sup>41</sup> Milles & Huberman, *Analisis Data Kualitatif (Tentang Metode-Metode Baru)*, (Jakarta: UI-Press, 1992), 16.

Presentation of data in qualitative research can be done in brief descriptions and charts of relationships between categories. Etc. Presentation in a study is the process of compiling complex information into a systematic form, making it simpler and easier to understand its meaning. So the data to be obtained from observations and interviews of the perpetrators of buying and selling rice with a debt system is arranged in a systematic and simple form so that it is easy to understand.

Conclusion. The final step in analyzing the data contained in the research on traders' strategies in buying and selling rice with this debt system is concluded by the focus and objectives of the research described above. The findings are still temporary and will change if no substantial evidence is found. And that supports the next stage of data collection. But if the conclusions put forward in the early stages are supported by valid and consistent evidence when the author returns to the field to collect data. So the findings put forward are credible. The validity of the data in this study aims to obtain the validity and reliability results so that they can be accounted for to all parties. After the data is collected, the researchers recheck the data obtained and recheck the data that has been obtained from the results of interviews with traders and chili farmers and observe and look at the existing documents. With this, the data obtained from the research can be tested for validity and accounted for. In addition, the research also uses triangulation techniques, both source, technique, and time. Besides that, the researchers also discussed the data that had been collected from parties who had relevant knowledge and expertise, both colleagues especially supervisors. Research is carried out through systematic and sequential work procedures like a scientific activity. The sequence is shown through ways of finding problems. The research work procedure is carried out in stages: (1) Research planning is the initial activity of research. Physically, this planning activity is marked by research proposals and research instruments. In a non-physical sense, planning activities are a series of research strategies for research activities, collecting data, determining research subjects, and compiling a research schedule. (2) Research Implementation. Implementation of research is the core activity of a researcher entering the research arena by dealing with the subject and object of research, namely coffee farmers and mediators. (3) Report Writing. The writing of research reports is based on the guidelines applied by the institutions and institutions of the research itself, namely IAIN Jember. Both regarding the format of writing and systematics. This is because a research report is a formal written scientific work. The nature of the research is descriptive-analytic because later, the author tries to describe in detail the conditions of the practice of buying and selling chili with a seed system and then analyze it based on an Islamic economic perspective.

## **Result and Discussion**

### **A. The practice of buying and selling grain with a debt system in the Jangkar District, Situbondo**

Managing rice fields is very different from managing rice fields or growing other crops because farming rice requires a significant amount of time and initial capital to arrive at the harvesting process; from the start, managing rice requires costs from plowing, seeding, planting, and so on. until harvest. So if you calculate the cost of initial capital needed by farmers, it is approximately IDR. 1,000,000 for one rice field only. If the farmer has more than one rice field, he has to pay more than that. The

more rice fields owned by the farmer, the greater the capital needed, not to mention the cost of wages for plowing workers, planting, fertilizer costs, pesticide costs, and other maintenance costs, so that not a few farmers choose to cultivate other crops due to the lack of capital. If farmers are no longer planting rice, it will automatically affect the grain traders (the owners of rice mills), namely, the supply to traders is reduced, or at least it becomes difficult for traders to get crops to sell, which incidentally becomes income for grain traders. Therefore, traders carry out a strategy by offering capital in the form of debt to farmers in managing their fields so that rice farmers can still grow crops so that traders are not difficult to find supplies.

Besides, because there is no capital to manage the fields, sometimes farmers carry out debt transactions. This is also done because farmers need money for other necessities of life, so farmers dare to go into debt because the process is not tricky. Traders are willing to give debt because there is a guarantee that their rice yields later at harvest. Traders who do not make transactions or do not offer capital to farmers, the impact is also on traders, because in the end the harvest will be sold by farmers to other grain traders who have given the capital, because this transaction is a strategy carried out by all existing grain traders. So that there will be intense competition between grain traders (rice mill owners). Then in this context, both traders and farmers trust each other. Farmers believe that traders will not be willing to give capital or debt for their daily needs and money for managing rice fields. According to demand, traders also believe that farmers will not violate the agreements made previously.

Therefore, this system is a form of cooperation carried out between farmers and traders in agricultural management based on the principle of mutual need, strengthening, and mutual benefit. Farmers (especially those with small capital) can cooperate with traders in terms of providing capital so that farmers can be helped by getting the capital or costs needed by farmers, and traders themselves do not need to have trouble finding supplies because farmers who request or borrow money from them become patent suppliers. Who will continue to grind and sell his rice to traders as long as he still has debts because he has not been able to pay them off or asks for additional capital or fees. And traders also get other benefits in the form of discounted rice prices and the cost of grain milling from farmers, and even traders still get results from selling the rice powder that is theirs for free. In determining the price, traders look at the available price first or the prevailing price in the market because the price is constantly changing and cannot be predicted. For example, the market price for min rice is generally IDR. 10,000 per kilogram, and brown rice at IDR. 9,000, then the selling price with the system becomes Rp. 9,500 and Rp. 8,500, there is a discount of 500 to 1000, which traders take as compensation for the debts that have been given to farmers.

It's just that this system also harms both farmers and traders. For farmers, at least two losses must be borne first; Farmers cannot freely sell their crops to other traders whose prices are more expensive. And second, farmers must accept price cuts or prices below the standard market price. Meanwhile for traders, there are at least two losses that are very likely to occur, first; traders experience a loss when it turns out that farmers who already owe capital grind grain and sell their rice to other traders secretly without their knowledge so that traders cannot cut prices and reduce income.

Thus, farmers do not have a problem with this, because it has become a consequence of the system agreement, that with farmers who owe capital, it means

that they are willing to meet the terms and conditions, namely first; farmers have to grind the grain and sell the rice to traders who provide capital debt, second; must be rewarded with a discounted price (below the standard market price) and is also caused by the condition of farmers who are in a position to need capital to manage their rice fields or for other necessities of life.

B. Sharia economic perspective on the strategy of grain traders in Jangkar District, Situbondo Regency

1. **Providing capital to farmers**

The thing traders need to carry on and develop their business in rice milling is the availability of the commodity itself. If there are no farmers who grow crops, especially rice, traders/rice mill owners will have difficulty getting suppliers. One of the things that causes farmers not to cultivate crops is the limited cost of capital, because unlike other farming, farming requires a large amount of capital, and one of the most needed initial capital is the cost to manage the fields, namely the cost of plowing, buying seeds. And the cost of rice planting wages.

Responding to this problem, traders have a strategy so that farmers continue to cultivate crops, namely by providing capital loans or costs in managing their fields to farmers. It's just that behind the provision of debt, farmers must meet conditions, namely, farmers who receive capital from traders must grind the harvested grain and sell the rice to traders at prices below the standard market price or with a discount of IDR. 500 up to IDR. 1,000 from the prevailing market price.

The provision of capital or costs in managing rice fields to farmers from traders is categorized as a Qordh contract (Payables). Qordh is a loan or debt. In other words, it is an agreement between two parties in which the first party gives money or goods to the second party to be used on the condition that the money or goods must be returned exactly as he received from the first party. In Qordh, several pillars must be fulfilled, including first: Ijab qabul (sighah), meaning that it is a form of contract or agreement made by Muqhrid and Muqtaridh, the parties involved in Qordh (Muqtaridh and Muqtaridh), and goods lent. In addition to the pillars, there are also conditions in Qordh. The conditions that must be met in Qordh are: First: people who do qordh must have the capability (reasonable, mature, and intelligent). Second: according to Hanafiyah, the loaned goods must be mitsli assets. According to the jumhur, any assets can be used as dependents. The size is apparent, both in terms of scales, measurements, and sizes, so it is easy to return them. Third: Shighat (ijab and qabul), according to jumhur may be carried out in other forms that can replace them, such as the Mu'athoh method (a contract without a qobul consent). According to Syafi'iyah the mu'athah process is not sufficient as in other agreements. According to the opinion of the ashah, an official statement is required about the receipt of the loan, like other types of transactions. It means that the qabul consent in the statement of loan acceptance agreement is a valid condition in qordh, just like buying and selling.

Facts that occur in the field regarding transactions carried out by traders and farmers are Qordh transactions (debts and receivables), which are by the Qordh theory. The pillars of Qordh include the giver of Qordh, in this case, the grain trader (the owner of the rice mill), while the recipient of the qordh is a rice farmer. This has also fulfilled the requirements in the qord that traders and farmers are people who are mature and have a reason.

In addition to the conditions above, some conditions affect the validity of the qordh itself. The qardh contract allows an agreement to emphasize property rights, such as the requirement for collateral, loan guarantor (kafil), witnesses, written evidence, or confession before a judge. Regarding the time limit, most scholars stated that the condition was invalid, and the Malikiyah declared it valid. Diseases that were not by the qardh contract were weak, such as additional conditions for returning, returning the good property in exchange for defects, or requirements for selling the house.

The fasid (damaged) conditions include additional conditions or gifts for the lender. This condition is considered void but does not damage the contract if there is no interest in anyone. Such as the conditions for returning defective goods in exchange for perfect or bad ones in sale for good ones or needs to provide loans to others.

There are two kinds of additions to qardh (debts), which are as follows:

- a. Required additions. Thus this is prohibited based on ijma'. Likewise, the benefits that are required, such as the words: "I give you a debt on condition that you give me the right to occupy your house," or other conditions for benefits. This includes engineering against usury.
- b. If the addition is given when paying debts without conditions, then this is permissible and includes good payments based on the hadith that has been stated in the fundamental article of al-qardh (debts)<sup>42</sup>

Giving loans made by investors to farmers is a provision with conditions. Because in the provision of capital debt, traders require that the crops are milled and the rice sold to traders. As in theory above that, giving with conditions that must grind the grain and sell the rice even when the farmer pays or pays off the debt is still by the nominal amount the farmer borrows with no additions, but with these conditions in the debt transaction there are other benefits such as which is stated in the hadith of the prophet: "Every loan that attracts benefits (by creditors) is one of the forms of usury". In this case, the scholars agree that transactions in this way are prohibited based on ijma'. Things like this include engineering against usury. Even more, benefits are felt by the person who gives the debt.

When viewed from the benefits or advantages obtained by both parties, the researcher follows the opinion of scholars who do not allow qordh with these applicable conditions. Even though transactions carried out by traders and farmers are not allowed (illegitimate), they can harm the cooperative efforts carried out by traders and farmers. Farmers cannot grow crops due to a lack of capital, and it can automatically reduce the employment opportunities for farm laborers. Traders cannot continue their rice milling business. However, although this transaction is more profitable for both parties, but if it is As stated by al-Mutawally that all types of usury are forbidden by ijma' based on the texts of the Qur'an and the Prophet's Hadith.<sup>43</sup> Because both texts and ijma' forbid usury, then there is no opportunity to justify it by reasoning argument (ijtihad), because it is not permissible to ijtihad if there is a clear text.<sup>44</sup>

However, there is a solution so that this transaction becomes permissible, namely using the qordh bi samanin ajil contract, meaning that in the contract,

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<sup>42</sup> See in p. 63

<sup>43</sup> See in p. 73

<sup>44</sup> See in p. 73

there is no need to mention the conditions for selling the rice, but the farmer must understand it himself without being in the contract and must understand that the rice must automatically be sold to the one who gave the debt.

## 2. Sales system

### a. Have to grind and sell rice to Merchants who lend capital

As explained earlier that the system has consequences in the form of an agreement that becomes a rule between farmers and traders, one of the provisions of which is that farmers who carry out the system must grind grain and sell their rice to traders who provide the capital debt, so that the freedom of farmers to grind rice and sell the rice to other traders whose prices are more expensive are limited.

Ulama 'Sayyid Sabiq defines buying and selling as the exchange of property for a property based on giving up or transferring property in exchange for justifiable. Jumhur Ulama states that there are four pillars of buying and selling, namely: people who make a contract (seller and buyer), *sighat* (*lafadz ijab qabul*), and purchased goods (*ma'qud alaih*) and exchange rates for substitute goods. Then also, according to the majority of scholars, buying and selling must meet several conditions:

1. The conditions for the person having the contract include having to be of sound mind, based on consensual consent, and the person performing a contract is a different person, meaning that a person cannot act at the same time as a seller as well as a buyer.
2. Requirements related to *Ijab Qabul* include the person pronouncing it as mature and intelligent, *qabul* according to the consent, and *Ijab* and *qabul* are carried out in one assembly.
3. The conditions for the goods to be traded include that the goods must be pure, the goods traded are their property or are authorized by another person who owns them, the goods being traded have benefits, the goods being traded are straightforward and can be controlled, may be handed over during the contract. For the goods being traded, the amount, type, nature, and price can be known and may be submitted during the contract.
4. The terms of the exchange rate include that the sale and purchase is carried out by exchanging goods, may be submitted at the time of the contract, and the price agreed upon by both parties must be clear in amount.<sup>45</sup>

Based on the buying and selling theory that has been described above, the facts that occur regarding the transactions carried out by farmers and traders in the form of buying and selling transactions are by the buying and selling theory. Traders as buyers and farmers as sellers. This has also fulfilled the conditions of sale and purchase, that the seller and buyer are mature and reasonable, and the object of the transaction is clear. Therefore, the trades they made were appropriate in a legal sense.

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<sup>45</sup> Lihat hal. 43

b. Discounts

Another consequence of this transaction is that the farmer has to sell it because the selling price depends on the trader. The trader looks at the available price first or the price prevailing in the market because the price constantly changes and cannot be predicted. For example, the price on the market is generally mined rice. figure IDR. 10,000. per kilogram, and Irang Rice at IDR. 9,000, then the selling price with the system becomes IDR. 9,500, or in the figure of IDR. 8,500, there is a discount of 500 or 1,000 taken by traders as compensation for the provision of capital debts that have been given to farmers in managing their fields.

The rules of fiqh say commonplace Habits occur as conditions that must be followed. In other words, this rule talks that if humans know each other about a case and are accustomed to doing it even without clear conditions, it must be carried out according to strict requirements, as long as it does not conflict with other rules. The following law confirms the above limitation: the legal habits among business people are the same as the conditions they agreed upon.<sup>46</sup>

Based on the above rules, cutting prices carried out by traders to farmers, which previously had no clear requirements but has become a common thing to do by the community, is considered permissible. Although this is not by the market price, which means the price is lower than the market price and has fulfilled the conditions of sale and purchase, namely the existence of a price agreement and willingness between the two transacting people, the willingness of the farmer can be seen from accepting the farmer to the consequences of being given a capital debt, by the consequence is that the price is lower than the market price.

## Conclusion

1. Strategy of grain traders in the practice of buying and selling rice in the Jangkar District

The strategy is carried out is that traders make offers to provide debt for the capital costs of managing rice fields to farmers. This is done as a strategy so that farmers who need capital to manage their areas can continue cultivating in and become permanent suppliers to these traders because of providing debt capital or costs. To address this rice field, traders give conditions to farmers first; farmers who owe capital from traders have to grind the rice and sell the rice, secondly; traders will buy it at a discount or a price below the standard market price.

2. Sharia Economic Perspective on the Strategy of Grain Traders in the Practice of Selling and Buying Rice in the Jangkar District, Situbondo Regency
  - a. Giving capital debt to Farmers

The provision of capital or costs for managing rice fields from traders to farmers is included in a conditional *Qordh* contract; regarding the legality of this

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<sup>46</sup> Ibrahim Muhammad Mahmud al-Hariri, *Al-Madkhol ila al-Qawaid al-Fiqhiyah al-Kulliyah*, (Ardan: Dar al-Immar, 1998), 114.

contract, the Ulama' agreed not to allow or prohibit based on ijma'. Because this conditional *qordh* contains many benefits that are only felt by the person who gives the debt, in this case, the grain trader (the owner of the rice mill), so that it is included in the category of engineering against usury and according to the hadith of the Prophet "Every loan that attracts benefits (by creditors) is one form of usury".

b. The Practice of Buying and Selling from Farmers to Traders

The practice of buying and selling in the Jangkar District, Situbondo Regency is a buying and selling transaction by the buying and selling theory. Investors as buyers and farmers as sellers have fulfilled the terms of sale and purchase. Therefore, the trades they made were appropriate in a legal sense. Regarding the price set by traders to farmers, it is legal because between farmers and traders. Even though it is not spoken verbally, there has been an agreement or mutual pleasure (*antarodin*).

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