

ANALYSIS OF SHARIA ECONOMIC LAW ON PALM OIL SELLING PRACTICES

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ABSTRACT

This research is motivated by various fraud issues in the implementation of buying and selling palm oil in Sijang Village, Galing District. This fraud, the middlemen carried out price cuts and weighing unilaterally which can harm farmers. This research is included in field research with descriptive qualitative approach. The research location is located in Sijang Village, Galing District, Sambas Regency. The subjects in this study were farmers, buyers (middlemen), harvesters and weighers in Sijang Village, Galing District. Researchers use 3 methods in data collection namely observation, interviews and documentation. Results This research shows that the buying and selling of palm oil in Sijang Village, Galing District, has not fulfilled the conditions set by sharia economic law. Buying and selling of palm oil implemented in Sijang Village can provide a very large opportunity for someone to do fraud. Buying and selling palm oil with a unilateral price cut and weighing system is not meet the legal terms of consent and qabul where someone who transacts must be in the same place or be in a different place but at the same time and know each other. According to the analysis of Economic Law Sharia lawful buying and selling must fulfill the pillars and conditions that have been determined, while the sale and purchase of palm oil with price cuts and unilateral weighing in Sijang Village has not met the legal requirements determined by Islamic law.

Keywords: *Buying and Selling, Sharia Economic Law, Oil Palm.*

INTRODUCTION

Islam is a religion that correlates economic development with social development. These two forms of development can be achieved with one form of work. In this case, it can be done by holding activities or economic activities (Basuki and others, 2016). Economic activity is an activity that involves various aspects of human life. Every human being is free to carry out any economic activity, as long as the economic activity carried out is not an activity that is prohibited in an Islamic framework (Basuki and others, 2016).

Human life is never separated from the field of muamalah as social relations between humans in fulfilling all their daily needs (Misbahul Ulum, 2020). Muamalah is part of the sharia law which regulates the relationship (interests) of humans with other humans and the relationship between humans and objects and the natural surroundings. In muamalah there are various scopes, one of which is buying and selling (Beni Febrizal, 2021).

Buying and selling is the exchange of assets for assets, which can be binding (mun'aqid) or non-binding (ghair mun'aqid). A sale and purchase contract is said to be binding (mun'aqid) if it has legal certainty (common). In principle, a contract is valid for sure if it fulfills the pillars and conditions set by the syara'. Vice versa, a contract is said to be non-binding (ghair mun'aqid) if there is no legal certainty or ghairu common (Abdurrahman, 2008).

The principles that must be upheld in every sale and purchase transaction are those

that are in accordance with the values and norms of justice, honesty and truth, the principle of benefit, the principle of consensual, the principle of no coercion. So that it can bring *masalah* to all parties (Ulum, 2021). In addition, every buying and selling transaction must be kept away from things that cause *mafsada* or loss to one of the parties, such as usury, fraud, violence, ambiguity, cheating, coercion, taking advantage of narrow opportunities and others that can cause the market to become unhealthy.

Regency is one of the oil palm plantation commodities, one of which is in the Sijang Hamlet, Galing District. In terms of buying and selling transactions of oil palm plantation products, almost all people sell their plantation products through middlemen.

Middlemen are people who sell goods or find buyers, middlemen are often assumed to be intermediary traders carried out by individuals or more to buy agricultural products and so on from farmers or first owners. ¹Almost all of the people in Sijang Village, Galing District, have oil palm plantations with different sizes and areas. To sell their oil palm plantations, farmers sell them through middlemen. Then the middlemen sell it back to the palm oil mills both in Sijang Village and to other palm oil mills (Profil Desa Sijang Kecamatan Galing Kabupaten Sambas, 2022).

The sale and purchase of palm oil in Sijang Village, Galing Subdistrict, is carried out by the farmers when the harvest is finished by directly contacting the middlemen they subscribe to, usually the farmers are waiting for the middlemen to come to buy the harvest and pay directly at the place where the sale and purchase takes place. However, there are also middlemen who come to the farmers' gardens to weigh their yields. Payments are usually made by the middlemen to the farmers when the palm oil has been resold by the middlemen to the factories and the price is only set unilaterally by the middlemen.

Based on several facts that the researchers found in the field, among others: the selling price of the middleman's palm fruit to the factory often changes, so that he does not want to get a loss because the fluctuating price at the middleman's factory often changes the purchase price of palm oil without any re-agreement or notification to the farmers, even though the purchase price of the harvested palm oil had been previously agreed upon by both parties. Buying and selling in this way will only benefit the palm oil middleman because the middleman himself determines the price and the farmers only accept the price set by the middleman. However, the farmers cannot do anything because without going through the middlemen, the farmers cannot sell their own crops to the factory because they do not have a vehicle, while the proceeds from selling the oil palm fruit are to fulfill their (farmer's) living needs. In addition, another fact found in the field is the practice of weighing the fruit of the oil palm unilaterally by the middlemen. Because it is done unilaterally, sometimes the results of the palm fruit scales tend to be small compared to those directly supervised by farmers. And other things there are deductions for which it is not clear (*gharar*) the reasons for the deductions. The deduction can be 7%, 10% and 15% depending on the amount of palm oil sold by farmers.

Seeing from the problems above, here the researcher is interested in examining the problems that arise from the buying and selling transactions that often occur in the Sijang

Village community, namely about “Review of Sharia Economic Law Against the Practice of Buying and Selling Oil Palm Fruit”.

RESEARCH METHOD

This research is included in *field research* with descriptive qualitative approach . Field research research is data collection right on the field. To support this study researchers also using library data, namely literature research (*library research*) namely the data obtained from literature studies in the form of books or written works that are relevant to the subject matter the problems studied.

RESULT AND DISCUSSION

Definition of Buying and Selling

According to the Big Dictionary of Languages Indonesia (KBBI), buying and selling is mutually binding agreement the seller and the buyer, namely the party that hand over the goods with the parties who pays the price of that item for sale (Suharsono dan Ana Retnoningsih, 2011).

Buying and selling in Arabic is called ba'i which in language is transferring property rights to objects with a contract of exchange or a transaction carried out by the seller and the buyer for an item at an agreed price (Abdul Aziz Muhammad Azzam, 2010).

Etymologically, buying and selling is the process of exchanging goods for goods. Buying and selling is a contract that is commonly used by the community, because every time people fulfill their needs they cannot turn away from the sale and purchase contract (Ibnu Mas'ud, 2007).

According to the term (terminology) the notion of buying and selling is a process whereby the exchange of goods for goods can also be between money and goods so that there is a release of property rights from one party to another party who are equally pleased or willing without coercion from the other party, this sale and purchase is also can describe the occurrence of two transactions at once, namely between selling and buying (Y. Muas, 2011).

The Legal Basis of Buying and Selling

Buying and selling is a means of helping fellow human beings which has a strong foundation in the Qur'an, the Sunnah of the Prophet Muhammad and Ijma'.

Al-Qur'an

As stated in QS. Al-Baqarah verse: 275 concerning buying and selling which reads:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَٰلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَٰئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ ٢٧٥

Translation: People who eat (take) usury cannot stand up but are like the standing of a person who has been possessed by a devil due to (pressure) of

madness. Their situation is like that, is because they say (opinion), actually buying and selling is the same as usury, even though Allah has justified buying and selling and forbidding usury. Those who have received a ban from their Lord, then stop (from taking usury), then for him what he has taken before (before the prohibition comes); and his affairs (submitted) to Allah. People who return (take usury), then that person is the inhabitants of hell; they live in it (Kementerian Agama Republik Indonesia, 2012).

This verse explains that Allah SWT emphasizes the law of halal in buying and selling and prohibits the concept of usury. According to Abu Ja'far in his commentary: "What Allah SWT means by His words: Look for witnesses on the items you owe big or small, sooner or later, in cash or in installments, because I make it easier for you not to write a notebook of debts on goods what revolves between you, namely trade that is in cash and rotates from hand to hand, but My relief is not to leave testimonies on the goods that you sell or buy because it is feared that losses will occur to each party. If the seller violates the sale and purchase, and the buyer must have proof of ownership of the goods being sold and when the buyer must have proof of purchase, then what is held is the seller's word under his oath and the status of the goods belongs to him and the buyer's property is lost in vain. If the buyer violates the purchase, while the goods have been lost, the seller must accept the price of the goods he sold, then if he (the buyer) swore, the seller's right to ask the price of the goods from the buyer becomes void. Therefore, Allah SWT ordered both parties to look for witnesses so that the rights of each party were not lost by the other party (Abu Ja'far Muhammad bin Jarir Ath-Thabari, 2008).

As-Sunnah

Translated: "From Rifa'ah bin Rafi' that The Prophet SAW was asked about the eyes the best livelihood. He replied, Someone to work with his hands and every buying and selling that mabrur." (HR. Bajar, Hakim confirmed it from Rifa'ah bin Raffi') (Nasrun Haroen, 2007).

Ijma'

Scholars have agreed that buying and selling is permitted on the grounds that man will not be able to suffice his needs without any help from others. Help or other people's property needed, must be replaced with other stuff corresponding. (Rachmat Syafe'i, 2001).

Pillars and Terms of Sale and Purchase

Pillars and terms of sale and purchase is a certainty. Without pillars and conditions, of course it will not be carried out according to law, because pillars and conditions cannot be set aside from an act and are also part of the act. There are 3 (three) pillars and terms of sale and purchase, namely: the person who has the contract, the consent granted and the object of the contract.

Contracted conditions

1. A person who has a contract must be reasonable, buying and selling carried out by children who have no sense and crazy people is illegal.
2. The person doing the contract is a different person. That is, a person cannot act as a seller and buyer at the same time.
 - a. Conditions related to Ijab Qabul
 1. The person who utters it has matured and is wise.
 2. Acceptance according to consent
 3. Ijab and qabul were carried out in one assembly
 - b. Terms of Goods Traded
 1. The goods are there, or not in place, but the seller states his ability to procure the goods.
 2. Can be utilized and beneficial to humans.
 3. Someone's
 4. May be submitted when the contract takes place, or at a mutually agreed time when the transaction takes place.
 - c. Terms of Exchange Rate (Price of Goods)
 1. The price agreed by both parties
 2. If the sale and purchase is carried out by exchanging goods (al-muqa'yadah), then the goods used as exchange values are not goods that are forbidden by syara', such as pork and khamar (Ahmad Farhan,2003).

Types of Buying and Selling

Broadly speaking in Islam, there are several forms and types of buying and selling, while globally buying and selling is divided into two major parts, namely:

Buying and selling authentic

Buying and selling is valid, that is, if the sale and purchase is prescribed by law, fulfills the pillars and conditions that have been determined, does not belong to someone else, and does not depend on the right of khiyar anymore. Buying and selling that has fulfilled the pillars and conditions is permissible or legal in Islam, as long as there are no elements in it that can nullify the permissibility of its validity. In general, things that invalidate the permissibility or validity of buying and selling are hurting the seller, narrowing market movements and undermining general provisions.

Buying and selling that is canceled or fasid.

Canceled is the non-realization of charitable influence on actions in the world due to carrying out syara' orders by leaving the terms and pillars that make it happen. Canceled sale and purchase is if one of the pillars and the conditions are not met, or the sale and purchase is based on and is not required in nature, such as selling buying by small children, people who are crazy or goods that are traded are items that are forbidden by syara' such as carrion, blood, pork and khamr. There are many types of trades that are canceled, including buying and selling of fruit that has not yet appeared on the tree, selling goods that cannot be handed over to the buyer, buying and selling that contains elements of fraud and buying and selling of measures in Islam (Ahmad Muslich Wardih, 2011).

Analysis of Islamic Economic Law on the Practice of Buying and Selling Palm Oil in Sijang Village, Galing District

Based on the data exposure in above, the practice of buying and selling oil palm in Sijang Village, Galing District, was carried out by farmers when they had finished harvesting oil palm. After the harvest is finished, the farmers usually bring the harvest to the fruit storage area or to the side of the main road with the aim of making it easier for middlemen to transport and weigh the crops. Furthermore, the farmers directly contact the middlemen who have become their customers, usually the farmers are waiting for the middlemen to come to buy the crops and pay directly at the place where the sale and purchase takes place. However, there are also middlemen who come to the farmers' gardens to weigh their yields. Payments are usually made by the middlemen to the farmers when the palm oil has been resold by the middlemen to the factories and the price is only set unilaterally by the middlemen.

Based on several facts that the researchers found in the field, they included: **first**, the practice of cutting the selling price of palm oil in Sijang Village, Galing District, was not in accordance with sharia economic law. Because with the price cuts made by the palm oil middlemen, farmers feel disadvantaged. In terms of buying and selling practices, there is an element of injustice, taking advantage of narrowness in price fixing in the form of cutting prices below market prices. The deductions made also vary depending on the number of sales. The deductions are considered unclear or there is an element of gharar in them because the middlemen themselves do not explain the purpose of the deductions so that the farmers are greatly disadvantaged. The deductions made by the middlemen are 7%, 10% or 15%. Even though Allah has confirmed in the Al-Quran letter an-Nisa verse 29:

يٰۤاَيُّهَا الَّذِيْنَ ءَامَنُوْا لَا تَأْكُلُوْا اَمْوَالِكُمْ بَيْنَكُمْ بِالْبَاطِلِ اِلَّا اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوْا اَنْفُسَكُمْ اِنَّ
اللّٰهَ كَانَ بِكُمْ رَحِيْمًا ۙ

Translation: O you who believe, do not eat each other's wealth in a vanity way, except by way of commerce that applies voluntarily between you. And do not kill yourselves; verily Allah is Most Merciful to you (Kementerian Agama Republik Indonesia, 2012).

The verse emphasizes that in buying and selling there must be a principle of like and like and not to deceive each other in doing business. In a hadith it is stated that in buying and selling there must also be a principle of benefit or mutual benefit (no cheating).

From the research that has been done, it can be seen that there are several principles of sharia economic law that are violated by oil palm middlemen in buying and selling with farmers, including :

Principle of Tawhid

This principle is the main principle of everything, because it contains a blend of all aspects of Muslim life in the economic, political, social and so on into one (homogeneous

whole). In running a business, we should always adhere to Islamic teachings as an embodiment of obedience to the Creator, but if the middleman uses a price-cutting system that will only benefit himself, then this is contrary to the objective of the principle of monotheism, which is to form a unified whole. If the purpose of this principle is implemented, there will be no complaints from farmers due to the losses they feel.

Principle of Balance

Balance describes the horizontal dimension of personal life which contains the teachings of justice. Fairness in pricing has not been felt by the farmers, because between the farmers who are in debt and those who are not in debt there is a price difference, so the farmers here have not been able to fulfill this sense of justice. Justice is one of the basic principles that must be held by anyone in his life.

The principle of free will

In business life, competition will always occur, but free competition must occur effectively. You may not abuse the meaning of freedom itself, because freedom has existed since humans were born on this earth. However, once again it needs to be emphasized that the freedom that exists in humans is limited, while unlimited freedom belongs only to God.

The principle of accountability

In running the wheels of his business, every businessman must be responsible for the business he has chosen. And to fulfill all forms of unity and also justice, humans must be responsible for all the behavior they have done. If the middleman is willing to help the farmers, the middleman should not need to cut prices unilaterally to the detriment of the farmers. This means that the middleman is not responsible for what he says to the farmers.

Principle of Truth

This principle, apart from giving an understanding of right versus wrong, is a principle that contains two important elements, namely virtue and honesty. In the business context, truth is meant as the right intention, attitude and behavior and away from wrong impressions, for example, in the process of goods transactions, the process of developing a business, as well as the process of obtaining profit must be based on the principle of truth. In this study, middlemen were not honest in making profits so that many farmers felt disadvantaged.

Principle of Ihsan (benevolence)

This principle teaches people to do actions that can benefit others, without having to have rules that oblige or order them to do those things. Or in other terms, worship and do good as if you see God, if it's not like that, then rest assured that God sees what we do. As in the case of buying and selling, there should be no harm between the seller and the buyer, the buying and selling process must be beneficial for both the seller and the buyer. During the implementation process, we should always emphasize that what we do is solely for the sake of Allah, so that we avoid actions that can bring evil.

In addition to the above, in carrying out business activities every entrepreneur should pay attention to the principles of sharia economic law so as not to bring harm or harm. The principles that must be upheld in every sale and purchase transaction are those that are in accordance with the values and norms of justice, honesty and truth, the principle

of benefit, the principle of like and consent, the principle of no coercion.

So, in terms of buying and selling, the Muslim community is given restrictions in buying and selling. Not only concerned with their own satisfaction, but also must pay attention to the satisfaction of others so that the buying and selling that is carried out gets great benefits. Islam is very concerned about the elements of balance between humans, between sellers and buyers. The Al-Quran also provides instructions in carrying out buying and selling and encourages people to make good buying and selling and forbids cheating in buying and selling.

Second, the weighing of palm oil unilaterally by middlemen. A unilateral weighing system in Sijang Village, Galing District, carried out by the community who do not follow the usual buying and selling procedures. Based on the facts in the field, farmers set their own harvest schedule on the land and sell their crops twice in a month. The farmer confirmed with oil palm middlemen when the harvest is over.

The biggest factor that causes unilateral weighing is the habit factor that has been carried out since ancient times until now. One-sided weighing is carried out by middlemen to oil palm smallholders and farmers entrust the weighing process to middlemen. Transactions in Sijang Village follow the principles usually carried out based on an agreement without any coercion from the parties anywhere but do not see the other laws contained therein. During the transaction buying and selling of palm fruit during the weighing process parties did not attend the weighing process. Parties who did not attend when the weighing took place it was the farmer's side, because the farmer's side had give trust to the middlemen for process weighing.

In the Qur'an also Allah clearly and emphatically threatens people who cheat in the scales, Surah Ar-Rahman Verse 9 which reads:

وَأَقِيمُوا الْوَزْنَ بِالْقِسْطِ وَلَا تُخْسِرُوا الْمِيزَانَ ۝

Translation: And straighten the scales fairly and do not reduce the balance.

From the verse above, it explains that as a human being, you should uphold the scales by giving justice to everything. Do not reduce your scales so that you despise human rights (Wahbah az-Zuhaili, 2007).

Buying and selling with a unilateral weighing system is a sale and purchase that is not in accordance with the terms and conditions pillars and when the researcher asked the terms and pillars buying and selling to the seller and the buyer turns out almost all less know it and they just answer with confidence. As for the case price determination and discounts from the middlemen convey at the end of the weighing process when giving notes along with the money harvested.

The implementation of the sale and purchase contract is basically regulated and clearly stated in Islamic teachings, buying and selling is permissible as long as it is in the form determined by Allah. Buying and selling can also be carried out if it fulfills the pillars and conditions of buying and selling. As for the pillars of buying and selling, namely, there is a seller and a buyer, there are goods or objects that are traded, sighat (qabul consent)

(Syamsul Anwar, 2010).

In order for a sale and purchase transaction to be categorized as a legitimate sale and purchase, in essence, each person who makes a contract must fulfill all of his contracts, because Islamic law has provided the main rules or provisions in carrying out a good buying and selling relationship. Universally the goal is to avoid conflicts between people, safeguard the benefit of people who are in contract, avoid buying and selling gharar (there is an element of fraud), if any of these pillars is neglected or avoided then the sale and purchase transaction is invalid.

Buying and selling transactions in Islamic law cannot be separated from the importance of a contract. The contract is a word bond between the seller and the buyer, buying and selling cannot be said to be valid if there is no such thing as consent and qabul which shows willingness. In essence, consent and qabul are carried out by speech/orally, but if this is not possible, such as for example a person who is mute or others, consent and qabul are carried out with correspondence containing the intention of consent and qabul. Ijab and qabul are in the same place, in the sense that each party to the contract is present at the same time or at another place known to the other party. If one party declares a sale and purchase agreement, while the other party is in another place or the farmer is busy doing other work in a different place, then the sale and purchase contract cannot be carried out.

Based on the previous explanation, if one pays attention there is a problem with such a sale and purchase transaction, namely the existence of one of the pillars and conditions of the sale and purchase that is not fulfilled, namely the shighat contract (ijab and qabul). That way the absence of the seller in the weighing assembly for the sale and purchase transaction of palm fruit is the same as there is no shighat in the sale and purchase transaction even though in fact there is a sense of willingness and trust from the seller to the buyer, it is not enough to fulfill the pillars and conditions for a valid sale and purchase. because the terms of consent and qabul must be made at the same place and testimony between the two parties. Buying and selling cannot be said to be valid before the consent and qabul are carried out, this is because the ijab and qabul show the willingness of both parties.

Islam provides an understanding of how the practice of buying and selling transactions is stipulated by Islamic law, namely fulfilling or achieving pillars or conditions and paying more attention to the principles and conditions that should apply in buying and selling transactions so that both parties get benefits, wisdom and benefits from buying and selling transactions that has been done. However, the system or method of weighing in the sale and purchase of oil palm fruit carried out in Sijang Village, Galing District, has resulted in non-compliance in fulfilling the pillars and conditions of sale and purchase and it can be said that the sale and purchase transaction is not valid according to Islamic law and creates ambiguity in carrying out the transaction. the sale and purchase. Islam provides an understanding that buying and selling transactions are not only for profit alone, but also to seek the pleasure of Allah SWT. That is the essence of business players in their behavior will continue to rely on their main goal, which is balance to achieve happiness in this world and happiness in the hereafter.

Based on the explanation and the problem of unilateral weighing in the sale and

purchase contract of coconuts in Sijang Village, Galing District, it is not in accordance with the provisions contained in the sale and purchase transaction according to the provisions of sharia economic law. Therefore, such a system or method is not feasible if applied or practiced in buying and selling transactions because basically buying and selling transactions must have an agreement between the two parties, not just one side.

CONCLUSION

Based on research on the analysis of sharia economic law on the practice of buying and selling palm fruit in Sijang Village, Galing District, the researchers draw the following conclusions :

According to an analysis of Sharia Economic Law, unilateral weighing is not permitted in buying and selling palm oil in Sijang Village, Galing District . This is because the seller is not involved in harvesting and weighing. With this provision, the consent granted must be carried out directly by both parties and at the same place and time.

In addition, the practice of cutting the sale and purchase price of palm oil in Sijang Village, Galing District, is also not in accordance with sharia economic law. Because with the price cuts made by the palm oil middlemen, farmers feel disadvantaged. In terms of buying and selling practices, there is an element of injustice, taking advantage of narrowness in price fixing in the form of cutting prices below market prices. The deductions made also vary depending on the number of sales. The deduction is considered unclear or there is an element of gharar in it because the farmers only receive a receipt or record of the harvest. The middlemen themselves also did not explain the purpose of the deductions so that the farmers were greatly disadvantaged.

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