

Barter in the Modern Era: Study of Buying and Selling Rice Fields with Rice Fields from Sharia Economic Law Perspective in Tanjung Pauh Mudik Village

Darti Busni¹, Eva Sumanti², Doli Witro³, Raid Alghani⁴

^{1,2}*Institut Agama Islam Negeri Kerinci, Indonesia*

³*Universitas Islam Negeri Sunan Gunung Djati Bandung, Indonesia*

⁴*Al Azhar University, Egypt*

Abstract:

This article aims to determine the practice of buying and selling paddy fields with paddy fields carried out in Tanjung Pauh Mudik Village, Danau Barat District, Kerinci Regency. The practice of buying and selling rice fields focuses on how prices are determined when buying and selling and how sharia economic law reviews the buying and selling practices. This research is qualitative field research which aims to understand the phenomenon of what the researcher observes. The approach used in this research is a sociological approach. The primary data comes from data related to the buying and selling of rice fields that occurred in Tanjung Pauh Village. Meanwhile, secondary data is supporting data, namely in the form of archives, documentation, and books related to the issue of buying and selling rice fields with rice fields. The data collection techniques used were observation, interviews, and documentation. The data analysis technique used is the Miles and Huberman data analysis technique which consists of data collection, data reduction, data display (data presentation), and conclusion drawing/verification (drawing conclusions). The results of the analysis concluded that the practice of buying and selling rice fields for rice fields carried out by the people of Tanjung Pauh Mudik Village has been carried out for a long time and no one knows since when they have been doing this. The factors that encourage people to sell rice fields in Tanjung Pauh Mudik Village include first, so that the rice fields, which are their main land for earning a living, are not lost or reduced. Second, to add or expand the rice fields they own. Third, improve the welfare of the population. The sale and purchase of rice fields and rice fields in Tanjung Pauh Mudik Village according to the perspective of sharia economic law is included



email koresproden: dartibusniainkerinci@gmail.com

Available online at: <http://ejournal.iainmadura.ac.id/index.php/alhuquq>

<https://creativecommons.org/licenses/by-sa/4.0>

Copyright (c) 2024 by Al-Huquq: Journal of Indonesian Islamic Economic Law

in the barter buying and selling system. Buying and selling in this system is permitted as long as it meets the specified conditions and pillars. Most of the buying and selling of paddy fields and rice fields carried out in terms of sharia economic law has fulfilled the requirements and terms of barter buying and selling, although there are still some things that have not been fulfilled, including firstly in terms of the requirements for mitlan bi mitslin and in terms of the person who is entering into the contract (subject).

Key words:

Tanjung Pauh Mudik Village, Sharia Economic Law, Buying and Selling, Rice Fields

Introduction

In Islam, economics is part of the Islamic order, meaning that Islam places the economy in a middle position and in a stable balance.¹ This includes buying and selling, which is a routine activity that is carried out almost all the time by all humans, so that today humans cannot be separated from these buying and selling activities.² This buying and selling (trading) activity is one of the doors to sustenance spoken about by the Prophet Muhammad Saw.³ According to Malikiyah scholars, some of these buying and selling are general in nature and some are specific.⁴ However, correct buying and selling in accordance with Islamic law is not necessarily carried out by every Muslim. There are those who know and there are also those who don't know at all about the provisions set by Islamic law in terms of buying and selling (business). The Al-Qur'an and Hadith, which are sources of Islamic law, explain many examples or correct business

¹ Fachri Fachrudin, "Kajian Teori Laba Pada Transaksi Jual Beli Dalam Fiqh Mu'āmalah" (Studi Komparasi Teori Laba Ekonomi Konvensional)," *AD-DEENAR: Jurnal Ekonomi Dan Bisnis Islam* 1, no. 1 (2017): 68-74.

² Alif Akbar Fatriansyah Ilham, "Kajian Penelitian Tentang Hukum Jual Beli Kredit," *Jurnal Suhuf* 32, no. 1 (2020): 50-58, <http://journals.ums.ac.id/index.php/suhuf/article/view/11035>.

³ Munir Salim, "Jual Beli Secara Online Menurut Pandangan Hukum Islam," *Al Daulah: Jurnal Hukum Pidana Dan Ketatanegaraan* 6, no. 2 (2017): 371-86, <https://doi.org/10.24252/ad.v6i2.4890>.

⁴ Borkat Halomoan Siregar, Fatahuddin Aziz Siregar, and Ahmatnijar Ahmatnijar, "Buying and Selling Rotten Durian Based on Fiqh Muamalah," *Jurnal El Thawalib* 1, no. 2 (2020): 1-15, <https://doi.org/10.24952/el-thawalib.v1i2.3226>.

rules according to Islam, not only for sellers but also for buyers. In this era, many sellers prioritize individual profits without being guided by the provisions of Islamic law, they only seek worldly profits without expecting blessings from what they have done.

Every human being as a social creature in this world definitely needs other people⁵, will always help in dealing with various needs. One way to make this happen is by helping, as is done by doing business or buying and selling. Buying and selling is a social interaction between humans based on harmony and predetermined conditions. Buying and selling is defined as “*al-bai’*, *al-tijarah*, and *al-mubjadi’*”. *Al-bai’* in everyday use means “mutual exchange” or “exchange”.⁶ Or it can be said that ownership of property with property (goods for goods), then religion adds the requirement of mutual consent (like and like). So in essence, buying and selling is an agreement to exchange goods or objects that have benefits for their use, and both parties have agreed to the agreement that has been made.

Buying and selling as part of muamalah has a clear legal basis in the Al-Qur’an, Sunnah and *ijma’*. Because buying and selling is not just a muamalah, but is a medium for carrying out activities to help each other.⁷ In Islamic teachings, buying and selling laws are generally divided into three types. Firstly, buying and selling is haram if it does not meet the requirements or harmony of buying and selling or prohibits buying and selling. Second, buying and selling is generally permissible. Third, buying and selling becomes obligatory depending on the situation and conditions, namely selling the assets of an orphan in a situation of necessity.

Islamic law explicitly and implicitly states that buying and selling is an activity that is approved by Allah Swt. However, to achieve buying and selling that is approved by Allah, you must pay attention to the pillars and conditions established by Islam. And every contract must fulfill the pillars and legal requirements. The pillars of

⁵ Ridwan Munir, Rena Nurajjah, and Enceng Iip Syaripudin, “Rice Pawn Agreement Without Time Limit from the Perspective of Sharia Economic Law (Case Study in Cintarasa Village, Samarang District, Garut),” *Jurnal Hukum Ekonomi Syariah* 1, no. 1 (2022): 1-5, <https://doi.org/10.37968/jhesy.v1i1.124>.

⁶ Nasrun Haroen, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007).

⁷ Imam Mustofa, *Fiqh Mu’amalah Kontemporer* (Jakarta: PT RajaGrafindo Persada, 2016).

contract in question are elements that must be present and are the essence of every contract. Meanwhile, a condition is a characteristic that must be present in every pillar, but is not the essence of the contract.⁸

According to Hanafiyah, the pillars of buying and selling are consent and qabul which show an attitude of mutual exchange, or mutual giving, or in other words, consent and qabul are actions which show the willingness of two parties to hand over their respective property to another party, using words and deeds. Because likes and likes cannot be known clearly except by words, because feelings of likes and likes depend on each other's feelings.

There are four types of conditions for buying and selling, namely conditions for the fulfillment of the contract (*syurut al-in'iqad*), conditions for implementation of the sale and purchase (*syurut al-nafadz*), legal conditions (*syurut al-sihhah*), and binding conditions (*syufut al-izum*). First, the conditions for forming a contract (*syurut al-iniqad*), these conditions are conditions that must be fulfilled for each sale and purchase agreement. These conditions consist of several, namely, the parties carrying out the transaction or contract, the location or place where the contract occurs, and the object of the transaction. Second, the conditions for the validity of the sale and purchase law (*syurut al-nafadz*), there are two conditions, namely first, ownership (authority), meaning that each party involved in the transaction must be legally competent and is the owner of the authority or authority to carry out the sale or purchase goods. Second, the goods that are the object of the sale and purchase transaction truly belong to the seller, meaning they are not involved in other people's ownership.

Third, there are two types of conditions for the validity of buying and selling, namely general conditions and special conditions. The general conditions are the conditions mentioned above and four additional conditions, namely that the goods and their prices are known (real), then the sale and purchase must not be temporary (*muaqqat*), because the sale and purchase is an exchange contract for the transfer of rights forever. Then the buying and selling transaction must bring benefits, thus it is not valid to buy and sell dirhams with

⁸ Oni Sahroni and Hasanudin Hasanudin, *Fiqh Muamalah: Dinamika Teori Akad Dan Implementasinya Dalam Ekonomi Syariah* (Depok: PT RajaGrafindo Persada, 2016).

the same dirmah, and there are no conditions that could damage the transaction, such as benefiting one of the parties. Fourth, binding conditions in the sale and purchase agreement. A contract that meets the pillars and various conditions as explained above does not necessarily mean that the contract can bind the parties entering into the contract. In the context of society, sometimes the buying and selling process is simply underestimated, if many people do not carry out this buying and selling process based on Islamic rules. Of course, in the end, various injustices and injustices occur, such as fraud, usury, etc. For this reason, there are several things that Muslims must do to prevent this from happening, and carry them out based on Islamic law.

Meanwhile, in the Village of Tanjung Pauh Mudik, Danau Kerinci Barat District, Kerinci Regency, there is a practice of buying and selling rice fields with rice fields that has been carried out for a long time and is still going on today. In this buying and selling practice, researchers found several things that according to researchers were less common, including; Firstly, the purchase and sale agreement is carried out as if it were a barter sale and purchase, but the medium of exchange given is not equal to the goods purchased, for example selling 25 meters of rice fields with the medium of exchange being 100 meters of rice fields. Second, the rice fields being sold are not privately owned but are jointly owned rice fields (inherited rice fields), where when a sale is made, not all owners are willing to sell, and it is not uncommon for coercion and bribery to occur by both buyers and sellers. Third, the medium of exchange can only be rice fields, not other means of exchange such as money.⁹

In this case, not many people know about correct sharia economic law, so people carry out buying and selling transactions according to local customs, not in accordance with sharia economic law which has been determined by sharia law. So it could be that the transaction is legal according to customary law, but it is not necessarily legal according to sharia economic law both in terms of the contract and in terms of the way the sale is carried out. In this research, the researcher will try to answer how the contract is used in the sale and purchase transaction of rice fields, how to determine the

⁹ MA, *Depati Ninik Mamak Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 19, 2023).

price in the sale and purchase. Then what the researchers summarized as a big problem was how sharia economic law views the buying and selling of paddy fields with paddy fields that occurred in Tanjung Pauh Village, Danau Kerinci Barat District, Kerinci Regency.

As for previous research regarding the legal theme of buying and selling rice fields with paddy fields seen from the first sharia economic law, research was conducted by Anwar Hindi and Sitti Rahmah with the title "Review of Islamic Law on the Practice of Pawning Rice Fields Without Time Limits in Barumbung Village, Matakali District". This research article discusses the legal status of pawning rice fields that occurred in Barumbung Village, Matakali District¹⁰, this is clearly different from the focus and object of research that the author is working on, the focus of the author's research is buying and selling paddy fields with paddy fields in the view of sharia economic law, while the object of research is in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Second, research conducted by M. Harir Muzakki and Ahmad Sumanto with the title "Review of Islamic Law on Wages for Rice Plows in Klesem Village Pacitan". This article discusses the wages of tractor operators for plowing rice fields from the perspective of Islamic law in Klesem Village, Kebon Agung Subdistrict, Pacitan Regency.¹¹ This is clearly different from the research carried out by the author with a study focus on buying and selling paddy fields with paddy fields seen from the perspective of sharia economic law with the research object in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Third, research conducted by Muhammad Azani with the title "The Practice of Pawning Agreements with Land/Field Collateral and Gold Pawning in Mempura District, Siak Regency Based on Islamic Law". This article focuses its study on the understanding of the people of Mempura District, Siak Regency regarding sharia pawning which is related to community practices regarding land/rice field

¹⁰ Anwar Hindi and Sitti Rahmah, "Review of Islamic Law on the Practice of Pawning Rice Fields Without Time Limits in Barumbung Village, Matakali District," *J-Alif: Jurnal Penelitian Hukum Ekonomi Syariah Dan Sosial Budaya Islam* 4, no. 2 (2019): 1-15, <https://doi.org/10.35329/jalif.v4i2.1714>.

¹¹ Harir Muzakki and Ahmad Sumanto, "Review of Islamic Law on Wages for Rice Plows in Klesem Village, Pacitan," *Al-'Adalah* 14, no. 2 (2017): 483-506, <https://doi.org/10.24042/adalah.v14i2.1909>.

pawning contracts and the practice of buying gold and then pawning it again when gold prices are high.¹² It is clear that the research carried out by Azani is different from the research carried out by the author by focusing on buying and selling paddy fields with paddy fields from the perspective of sharia economic law in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Fourth, research conducted by Miftahul Jannah and Thamrin Logawi with the title "Buying and Selling Jointly Owned Rice Fields (A'balu Taung) from an Islamic Economic View in Manimbahoi Village, Parigi District, Gowa Regency". This article aims to determine the buying and selling of collectively owned rice fields carried out in Manimbahoi Village, Parigi District, Gowa Regency from an Islamic economic perspective.¹³ Even though they both study rice fields, the focus of the research conducted by Miftahul Jannah and Thamrin Logawi and the author is different, the author focuses his study of rice fields on buying and selling rice fields with paddy fields. Apart from that, the research object is different, the author's research object is in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Fifth, research conducted by Ridwan Munir, Rena Nurajjah, and Enceng Iip Syaripudin with the title "Unlimited Rice Pawn Agreements in the Perspective of Sharia Economic Law (Case Study in Cintarasa Village, Samarang District, Garut)". This article discusses the pawning of rice fields without a time limit which was carried out in Cintarasa Village, Samarang District, Garut Regency.¹⁴ This research focuses its study on the law of pawning rice fields without a time limit, while the author focuses his study on the law of buying and selling rice fields with paddy land carried out by the community in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

¹² Muhammad Azani, "The Practice of Pawning Agreements with Land/Field Collateral and Gold Pawning in Mempura District, Siak Regency Based on Islamic Law," *Perspektif Hukum* 15, no. 2 (2015): 204-17, <https://doi.org/10.30649/ph.v15i2.36>.

¹³ Miftahul Jannah and Thamrin Logawali, "Buying and Selling Jointly Owned Rice Fields (A' Balu Taung) From an Islamic Economic View in Manimbahoi Village, Parigi District, Kab. Gowa," *Jurnal Iqtisaduna* 3, no. 2 (2017).

¹⁴ Munir, Nurajjah, and Syaripudin, "Rice Pawn Agreement Without Time Limit from the Perspective of Sharia Economic Law (Case Study in Cintarasa Village, Samarang District, Garut)."

Departing from the background of the problem above, the author's problem formulation focuses on the study, among others, first, what is the practice of buying and selling rice fields with rice fields in Tanjung Pauh Mudik Village, Keliling Danau Barat District, Kerinci Regency? Second, what are the factors that encourage people to sell rice fields for rice fields in Tanjung Pauh Mudik Village, Danau Kerinci Barat District? And third, what is the review of sharia economic law regarding the practice of buying and selling paddy fields for paddy fields in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency?

The research objectives in accordance with the formulation of the problem to be studied can be formulated, namely first, to find out the practice of buying and selling paddy fields with paddy fields carried out in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency. Second, we want to study how to determine the price for buying and selling paddy fields with paddy fields in Tanjung Pauh Mudik Village, Keliling Danau Barat District, Kerinci Regency. And third, I want to know how Sharia Economic Law reviews the practice of buying and selling paddy fields with paddy fields in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Methods

This research is qualitative field research, namely research that aims to understand the phenomena observed by the researcher. This research explains the practice of buying and selling paddy fields with paddy fields according to sharia economic law in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

The research subjects are several sources or informants who can provide information related to problems related to the research being conducted.¹⁵ The research subjects in this study were traditional leaders, perpetrators of buying and selling rice fields for rice fields, and the people of Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency. The object of this research is something that is of concern in a research which is the target to be achieved to get answers or solutions to problems that occur, in other words the object

¹⁵ Sugiono Sugiono, *Metodologi Penelitian Administrasi* (Bandung: Afabeta, 2012).

of research is something that is the focus of a research study.¹⁶ This object will be examined and analyzed by researchers based on theories that are appropriate to the research. The object of research in this study is the practice of buying and selling rice fields with rice fields in Tanjung Pauh Mudik Village, Danau Kerinci Barat District according to Sharia Economic Law.

The types of data in this research consist of primary data and secondary data. The primary data used in this research is data related to the buying and selling of paddy fields with paddy fields that occurred in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency. The author obtained this data directly from the source, namely the perpetrators and also from the people of Tanjung Pauh Mudik Village, as well as from the facts observed directly from the field. The author obtained this primary data through observations and interviews. Meanwhile, secondary data is supporting data, including archives and documentation and books related to the issue of buying and selling rice fields. Primary data sources for the research came from traditional leaders, from buyers and sellers and from the people of Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency. Meanwhile, researchers obtained secondary data sources from readings, documents and previous research.

To obtain data or information related to this research, researchers used data collection methods, including: First, observation, this is done by observing directly, covering things related to the problem being studied. This observation is used to collect data, namely to collect statements which are descriptive descriptions of the reality of concern.¹⁷ In this research, researchers carried out direct observations at the research location and directly observed the events of buying and selling rice fields with rice fields carried out by the people of Tanjung Pauh Mudik Village, Danau Kerinci Barat District, Kerinci Regency.

Second, interviews are a technique for researchers to collect data by having direct communication with research subjects both in real situations and in artificial situations.¹⁸ The type of interview that the

¹⁶ Sugiono.

¹⁷ Suharsimi Arikunto, *Prosedur Penelitian* (Jakarta: Rineka Cipta, 1999), 146.

¹⁸ Sugiono, *Metodologi Penelitian Administrasi*.

author conducted was a structured interview, collecting data by interviewing people who knew about the problem the researcher was studying, such as traditional leaders from Tanjung Pauh Mudik Village. The people of Tanjung Pauh and other informants who are related to the researcher's research. Researchers use this direct communication technique to collect data from research subjects by conducting questions and answers to obtain information related to the data collected. Third, documentation is several notes from minutes, archives, and important notes.¹⁹ And it is also used to collect various complements of previous techniques, then the data is documented.

Then regarding the data analysis carried out in this research, it is based on the theory presented by Miles and Huberman stating that activities in qualitative data analysis are carried out interactively and continue continuously until completion, so that the data is saturated. In analyzing the data the author took the following steps: first, data collection, which is an activity of collecting field data either through observation, interviews, or documentation. These data were obtained from selected sources. Second, data reduction, reducing data means summarizing, selecting the main things, focusing on the important things, looking for themes and patterns and discarding what is not necessary. This activity aims to emphasize, shorten, focus, remove important things that emerge from notes and data collection. This process continues until the final research report is completed. Third, data display (data presentation). The presentation of data in qualitative research is intended to find a meaning from the words obtained, then arrange them systematically and logically from complex forms of information to simple but selective ones so that they can be more easily understood. The presentation of data in this research was carried out using narrative text. Fourth, conclusion drawing/verification (drawing conclusions). After processing the data, continue with drawing conclusions. The conclusions drawn may still feel vague and doubtful, therefore it is necessary to verify these conclusions by looking for other data that can support these conclusions and re-checking the data that has been obtained. The four steps in the data analysis process above are an inseparable unit, where a step is something that must be done to get to the next step.

¹⁹ Hadari Nawawi, *Metode Penelitian Bidang Sosial* (Yogyakarta: Gajah Mada University, 1993).

Results and Discussion

The Practice of Buying and Selling Rice Fields for Rice Fields in Tanjung Pauh Village

Buying and selling is regulated in Islam, which is called muamalah, which is carried out to prevent injustice or actions that are detrimental to either party.²⁰ This buying and selling is a form of mutual help between fellow humans.²¹ Meanwhile, rice fields are land that is used to grow rice either continuously throughout the year or in turns planting secondary crops with rice.²²

Then, in general, the practice of buying and selling paddy fields with paddy fields in Tanjung Pauh Village has been going on for a long time, and it cannot be written with certainty as to what year this practice of buying and selling paddy fields with paddy fields took place. As the results of an interview conducted by researchers with a community figure, namely SS:

“The buying and selling of rice fields and rice fields carried out by the people of Tanjung Pauh Village is generally due to meeting their needs as a place to build a house. Because Tanjung Pauh Village is surrounded by rice fields, the only land available to build a house is rice fields. Meanwhile, the people of Tanjung Pauh Village generally source their income from rice farmers and rice fields are land that must always be available. If the rice fields are sold for money then it is clear that the land for farming will run out. To ensure that the rice fields do not run out, in Tanjung Pauh village, everyone who wants to buy rice fields as a place to build a house must buy using the rice fields too.”²³

²⁰ Jannah and Logawali, “Buying and Selling Jointly Owned Rice Fields (A’ Balu Taung) From an Islamic Economic View in Manimbahoi Village, Parigi District, Kab. Gowa.”

²¹ Hindi and Rahmah, “Review of Islamic Law on the Practice of Pawning Rice Fields Without Time Limits in Barumbung Village, Matakali District.”

²² S Hardjowinegoro and M.L. Rayes, *Tanah Sawah* (Malang: Banyumedia, 2005).

²³ SS, *Tokoh Masyarakat Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 6, 2023).

The practice of buying and selling rice fields for rice fields in Tanjung Pauh Village has been going on for generations and it is as if this has become a habit. Tanjung Pauh Village, which is part of the Keliling Danau Barat District, Kerinci Regency, is also a village that implements a lifestyle based on Islamic law, so a life that relies on religion is a very important thing to pay attention to. Apart from that, the people of Tanjung Pauh Village are also people who still adhere to their customs and also obey the customary laws that apply in their environment.

However, in a diverse life, it is also possible that there are still people who commit deviations in everyday life, such as doing things that are prohibited by religion. The people in this village always live well and in doing so they are certainly guided by Islamic law, both economic, social, and other fields. They know what is recommended by Islamic religious teachings and what is prohibited. However, there are still those who lack knowledge, so they commit fraud or do things that are not permitted in Islam.

One form of economic activity (buying and selling) in Tanjung Pauh Village that has attracted the attention of researchers is the practice of buying and selling rice fields as a place to build a house with a medium of exchange not using money but using rice fields. At first glance, this buying and selling activity is similar to the form of barter buying and selling or in Islam known as *muqayadah* buying and selling. Then in general, in article 211 of the Compilation of Sharia Economic Law, there is investment in agriculture using the *muzara'ah* or *musaqah* scheme.²⁴

The people of Tanjung Pauh Village themselves only know that buying and selling rice fields for rice fields is permitted in religion. However, they do not know that based on Sharia economic law, for this form of buying and selling, there are requirements that must be met, including the fulfillment of conditions and the harmony of buying and selling by bartering.

The rice fields that are sold using rice fields in Tanjung Pauh Village are collectively owned land which is famous for its inherited rice fields and are not privately owned land. As the results of an interview the author conducted with Y stated: *We have inherited rice*

²⁴ Azani, "The Practice of Pawning Agreements with Land/Field Collateral and Gold Pawning in Mempura District, Siak Regency Based on Islamic Law."

*fields and then there are people who want to buy them, we only want to sell them if they want to buy them with the rice fields too.*²⁵

Because the rice field being sold is inherited land, the rice field is jointly owned, so when it is sold it often happens that not all owners want to sell it and it is only sold by some owners without asking for approval from the other owners, so that when the transaction is carried out it is not uncommon for a commotion to arise from the other owners others and demand their rights. As the interview with D stated: *I did not want to sell the rice field because I did not agree with the replacement rice field that was given, but they still sold it.*²⁶

For the people of Tanjung Pauh Village, rice fields are a very valuable asset because this is land for them to work to fulfill their daily living needs. So when someone wants to buy it, they don't want to sell it unless they use the rice fields as if it had become a custom in Tanjung Pauh Village, as said by one of the traditional people in Tanjung Pauh Village, namely MA, who stated: *In Tanjung Pauh, if they want to build a house, most people buy rice fields with rice fields, and the people of Tanjung Pauh Village, when they sell their rice fields, do not want to sell it with money but have to buy it with rice fields, this has been a habit in Tanjung Pauh Village for a long time.*²⁷

In Tanjung Pauh Village, buying and selling rice fields for rice fields is carried out by exchanging rice fields as a place to build a house with rice fields that will be used as a place to plant rice, as in an interview conducted with SB, one of the perpetrators of buying and selling rice fields for rice fields stated: *He bought a rice field for half a cup multiplied by 25 square meters, to get a rice field this large, he had to pay for it with a rice field measuring 10 times 100 square meters.*²⁸

Then, according to BI, he stated: *I bought rice fields on the side of the main road with a medium of exchange for two levels of rice fields,*

²⁵ Y, *Masyarakat Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 13, 2023).

²⁶ D, *Pemilik Sawah Di Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 6, 2023).

²⁷ MA, *Depati Ninik Mamak Desa Tanjung Pauh Mudik*.

²⁸ SB, *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 15, 2023).

meaning 2 rice fields whose size is 10 times 100 square meters. And the rice field that was given to him was only 10 by 25 meters square.²⁹

The provisions for the amount of exchange for buying and selling rice fields for rice fields in Tanjung Pauh Village are determined by the sellers themselves according to their individual wishes and they do not have a standard price for buying and selling. The sale and purchase transaction is carried out with a sale and purchase agreement between the two parties and then followed by the signing of a sale and purchase letter which is signed by the seller (rice field owner) and the buyer and also signed by the witness.

However, because the rice fields being sold are not privately owned fields but rather jointly owned or inherited land, it often happens that there are some heirs or other owners who do not want to sign the sale and purchase agreement for several reasons, such as not wanting to sell it, not agreeing with the rice fields being used. As a means of exchange or does not agree with the number of rice fields used as a means of exchange. So this is sometimes detrimental for the buyer. So that the seller wants to sign the sale and purchase letter so that the seller asks the buyer for compensation in the form of additional money. As in the case faced by P: *When I exchanged rice fields as a place to build a house, when I wanted to sign the sale and purchase letter, one of the owners didn't want to sign it, they only wanted to sign it if I wanted to give them money as compensation.³⁰*

Factors that Encourage People to Sell Rice Fields In Tanjung Pauh Mudik Village

The practice of buying and selling rice fields with rice fields carried out by the people of Tanjung Pauh Village is caused by several factors, including: First, so that the rice fields are not lost/reduced. Rice fields for the residents of Tanjung Pauh Village who work as rice farmers are a very important means as a place for them to earn a living to meet their daily needs, including basic needs in the form of food, clothing and shelter, even as a place for them to look for shopping for their children's education their child. If the rice fields are sold for money, it means that the rice fields will be reduced so that the

²⁹ BI, *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 16, 2023).

³⁰ P, *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 15, 2023).

land for them to work to meet their living needs will also be reduced or may even be lost or used up because houses have been built. The impact of all this will threaten the welfare of the residents of Tanjung Pauh Village. So that the needs of the village population are taken care of, so if someone wants to buy rice field land to build a house then they have to buy it by exchanging rice fields for rice fields. This aims to ensure that people's rice fields as a place to earn a living are not reduced or lost. And they can still work in the rice fields to meet their living needs.³¹

Second, to increase rice field land, the buying and selling of rice fields with rice fields carried out in Tanjung Pauh can increase the number of rice fields owned by residents. Because when they exchanged only a small part of the rice field, they then exchanged it for a larger rice field. So, if the rice field they own as a place to build a house is 10 by 100 meters square, they will get four times as much as the rice field they exchanged. By exchanging paddy fields for paddy fields, their rice fields will become wider.

Third, increasing the welfare of the population, by increasing the area of rice fields that they own, they will get much more harvest than if they only worked on rice fields that were only a few meters wide. So that they can fulfill their diverse life needs. So that it can improve the welfare of the residents of Tanjung Pauh Village.

Review of Sharia Economic Law on Buying and Selling Rice Fields with Rice Fields in Tanjung Pauh Village

The Compilation of Sharia Economic Law shows that to obtain an object as stated in Article 18, the object can be obtained by exchange, inheritance, gift, will, increase, sale and purchase, *luqathah*, waqf, and other methods permitted by Sharia.³² From the results of research conducted by researchers regarding the sale and purchase of rice fields in Tanjung Pauh Village, Danau Kerinci Barat District, Kerinci Regency, in terms of sharia economic law, it must fulfill several characteristics, including:

³¹ A, *Depadi Ninik Mamak Desa Tanjung Pauh Mudik* (Tanjung Pauh Mudik Village: Interview, April 19, 2023).

³² Mustafid Mustafid, "The Law on Roasting in Stand Up Comedy Is Reviewed Based on the Provisions of Islamic Sharia," *Yurisprudencia: Jurnal Hukum Ekonomi* 7, no. 2 (2021): 238–48, <https://doi.org/10.24952/yurisprudencia.v7i2.4691>.

1. From Aspects of Buying and Selling Objectives

Buying and selling is an absolute activity, meaning it cannot be avoided by humans.³³ Buying and selling or trading aims to gain profit or profit, but seeking this is not the final goal. The profits or profits obtained should be used as a means to get closer to Allah Swt. Among the wisdom of buying and selling are: fostering peace and happiness, fulfilling people's needs, as a means of worship, almsgiving, and also rejecting evil.

In buying and selling itself there is an agreement or contract, the sale and purchase agreement itself is an agreement made and determined by the seller and the buyer, then the seller has the obligation to hand over the object of sale and purchase to the buyer and has the right to receive the price, while the buyer is obliged to pay price and the right to receive certain objects.³⁴

Even in this case of buying and selling, the Prophet Muhammad Saw. mentioned buying and selling *mabrur* as a good form of business by paying attention to important things so as not to fall into the practice of usury which is clearly forbidden by Allah Swt.³⁵ Therefore, Islam is a complete and universal religion that concerns social and economic relations, including buying and selling in order to obtain blessings and pleasure from Allah Swt.³⁶ This is indeed recommended by Allah Swt. in Surah Al-Maidah (5): 2.³⁷

The law of buying and selling is permissible or permissible according to the consensus of fiqh scholars, because humans are social

³³ Amrul Muzan, "Trader Behavior and the Concept of Bai'i Mabrur in Muamalah Fiqh," *Hukum Islam* 18, no. 1 (2018): 100-118, <https://doi.org/10.24014/hi.v18i1.5412>.

³⁴ Yuni Harlina and Hellen Lastfitriani, "Islamic Law Study of Default (Break of Promise) on Consumers Who Do Not Receive a Home Purchase Ownership Certificate," *Hukum Islam* 17, no. 1 (2017): 1-16, <https://doi.org/10.24014/hi.v17i1.3909>.

³⁵ Nur Fathoni, "The Concept of Buying and Selling in the DSN-MUI Fatwa," *Economica: Jurnal Ekonomi Islam* 4, no. 1 (May 31, 2013): 51-82, <https://doi.org/10.21580/economica.2013.4.1.773>.

³⁶ Lalu Muh Shabiran, Titiek Herwanti, and Ihsan Rois, "Business Ethics of Traders in Buying and Selling Used Handheld Telephones Viewed from an Islamic Economic Perspective," *IQTISHODUNA: Jurnal Ekonomi Islam* 6, no. 2 (2017): 190-221, <https://ejournal.iaisyarifuddin.ac.id/index.php/iqtishoduna/article/view/175>.

³⁷ Ananda Harrio Aulia, "Muamalah Principles in Law Number 21 of 2008 Concerning Sharia Banking," *Hukum Islam* 14, no. 1 (2014): 174-86, <https://doi.org/10.24014/hi.v14i2.999>.

creatures who need each other, so the wisdom of buying and selling itself is to help others. Apart from that, buying and selling also maintains and is responsible for the results of the agreement in the buying and selling itself.³⁸

The sale and purchase of rice fields with rice fields carried out in Tanjung Pauh village, Danau Kerinci Barat District was carried out with the aim of fulfilling one of the basic needs, namely the need for shelter and the rice fields which were exchanged for use as a place to build houses for residence. From the results of research conducted by researchers, if viewed from the perspective of sharia economic law in terms of the purpose of buying and selling, the buying and selling of rice fields with rice fields carried out in Tanjung Pauh Village, Danau Kerinci Barat District is in accordance with the objectives of sharia economic law, including being able to help the community in meeting their needs for a place to build a house so that people can realize their life's needs.

2. From Aspects of the Form of Buying and Selling

In Islam, there are several forms of buying and selling, including the form of buying and selling transactions in terms of the contract, consisting of first, exchanging money for goods, this is a form of buying and selling transactions in general, widely applicable in modern times. This type of transaction is a normal thing that is done as usual, such as buying food, clothes, shoes, etc. Second, the exchange of goods for goods, this transaction is known as barter or in fiqh terms it is called *muqayadhan*, the law of this transaction is *mubah* or permissible. However, there are provisions that need to be considered. For example, the weight of the goods must be the same, such as 1 kg of sweet fragrant mango, so if we want to exchange it for mango *golek*, the weight must be the same as 1 kg.

There are four forms of buying and selling based on the time of handover: First, goods and money are both handed over in cash, this is the original form of buying and selling. Second, payment is paid in advance, while the goods arrive later at the agreed time. Buying and selling like this is called greetings. Third, the goods are handed over later, while the payment follows, this is called *bai'ajal*. Fourth, both the

³⁸ Syaifullah Syaifullah, "Etika Jual Beli Dalam Islam," *HUNafa: Jurnal Studia Islamika* 11, no. 2 (2014): 371-88, <https://doi.org/10.24239/jsi.v11i2.361.371-387>.

money and the goods are not cash (handed over later), this is called *bai' dain bi dain* or buying and selling debt for debt.³⁹

Based on the results of research conducted by researchers, the form of buying and selling rice fields in Tanjung Pauh Village, if viewed from the perspective of sharia economic law, is included in the Barter type of buying and selling, this is because when selling rice fields it is not by using a medium of exchange such as money but is done using exchange rice fields for rice fields.

Barter itself is the activity of exchanging goods that occurs without the intermediary of money, or objects for objects.⁴⁰ According to fiqh experts, exchange or barter is the transfer of someone's goods by exchanging these goods for other goods based on sincerity or willingness, then the nature and condition of the goods are known first.⁴¹ Then H. Chairuman Pasaribu also defined barter as the activity of giving something to each other by handing over goods.⁴²

Barter buying and selling must be of the same type and the same style, and there must be no element of usury in the exchange or barter. The terms and conditions for bartering are the same as the terms and conditions for buying and selling in general. The pillars that must be fulfilled in bartering according to Hanafiyah scholars are *ijab* and *qabul* which indicate mutual exchange or other forms that can replace it.⁴³ Barter as part of buying and selling must fulfill the principles of justice, freedom, deliberation, and tolerance.⁴⁴

3. From Aspects of Terms of Sale and Purchase (Barter)

In principle, Islam allows the exchange of goods for goods (barter), but in its implementation you must pay attention to the terms

³⁹ Moh Sa'i Affan, "Barter Buying and Selling Traditions in Islamic Law Studies," *An-Nawazil: Jurnal Hukum Dan Syariah Kontemporer* 1, no. 1 (2019): 1-24, <https://jurnal.stisa.ac.id/index.php/annawazil/article/view/25>.

⁴⁰ Abdul Manaf Harahap, "Practice of Cattle Buying and Selling Contracts," *Jurnal El-Thawalib* 2, no. 3 (2021): 126-38, <https://doi.org/10.24952/el-thawalib.v2i3.3987>.

⁴¹ Ahmad Sainul, "The Concept of Property Rights in Islam," *Jurnal Al-Maqasid: Jurnal Ilmullmu Kesyariahan Dan Keperdataan* 6, no. 2 (2020): 196-208, <https://doi.org/10.24952/almaqasid.v6i2.3433>.

⁴² Gemala Dewi, *Hukum Perikatan Islam Di Indonesia* (Jakarta: Kencana, 2005).

⁴³ Zainuddin bin Abdul Azis Mulibari, *Fathul Mu'in Bisyarah Qurratul Ain* (Bandung: al-Ma'arif, n.d.).

⁴⁴ Hendra Gunawan, "Buying and Selling Positions from Jinayah Fiqh Perspective," *Yurisprudencia: Jurnal Hukum Ekonomi*, 2019, 1.

and conditions, so that it does not have the potential to become barter which contains elements of usury. In the Hadith of the Prophet narrated from Abu Said Al-Khudri Ra., Rasulullah Saw. said:

“If gold is sold for gold, silver is sold for silver, wheat is sold for wheat, *sya’ir* (a type of wheat) is sold for *sya’ir*, dates are sold for dates, and salt is sold for salt, then the amount (measure or weight) must be the same and paid in cash. Whoever adds or asks for additional, then he has committed usury. The person who takes extra and the person who gives it are both in sin.” (H.R. Muslim, No. 1584).⁴⁵

The scholars have agreed that the commodities (gold, silver, wheat, *sha’ir*, dates, and salt) mentioned in the hadith above are *ribawi* commodities, so these six commodities may be bought and sold by barter as long as they meet the requirements.

If bartering is carried out between the same commodity, for example dates with dates, gold with gold, wheat with wheat, then the contract must fulfill two requirements, namely: First, *tasawi (mitslan bil mitslin)*, namely the same in *migdar* (size), in terms of quantity, measure, or scale. Here there can be violations because there is a difference in quality between good and bad. For example, Ali exchanged 10 grams of 21 carat gold for 21 carat gold. So when a barter contract occurs, 21 carat gold cannot be increased, for example to 12 grams, but it must be the same as 10 grams. Second, *taqabudh, (yadan bin yadin)*, namely transactions must be carried out in cash, that is, there is a handover before parting with the contract panel.

Based on the research that researchers have conducted, the buying and selling of rice fields with rice fields that occurs in Tanjung Pauh Village, if seen from the requirements for buying and selling by bartering according to Islamic law, it can be seen that some of what occurs in Tanjung Pauh Village is appropriate and some is not, if Judging from the second requirement, buying and selling transactions in Tanjung Pauh Village have been carried out in accordance with these requirements, where in Tanjung Pauh Village the transactions

⁴⁵ Abul Husain Muslim an Naisaburi, *Shahih Muslim* (Beirut: Dar al-Kutub Al-Ilmiyah, 1994).

have been carried out in cash and the handover is carried out before parting at one assembly.

However, the first requirement is *tasawi (mitslan bi mitslin)*. In Tanjung Pauh Village this is not yet in accordance with this provision, because bartering buying and selling rice fields for rice fields in Tanjung Pauh village is done by selling rice fields measuring 10 by 30 square meters by exchanging them for rice fields measuring ten by one hundred square meters, so There are differences in the medium of exchange provided in its implementation.

Based on the perspective of sharia economic law, the sale and purchase of paddy fields with rice fields carried out in Tanjung Pauh Village, if viewed from the perspective of sharia economic law in terms of the medium of exchange, is not in accordance with sharia economic law because it does not meet the requirements of *mitlan bi mitslin*. So the buying and selling of paddy fields with paddy fields in Tanjung Pauh Village is a violation in the name of an excess in the medium of exchange used which in sharia economic law explains the element of *ribaawi*.

4. From Aspects of the Contract (Ijab and Qabul)

The contract (*ijab* and *qabul*) is a bond of words between the seller and the buyer, so that the sale and purchase cannot be said to be valid before the *ijab* and *qabul* are carried out, because the *ijab* and *qabul* are signs of agreement (pleasure) between the seller and the buyer. According to sharia economic law, *ijab* and *qabul* can be done verbally or in writing. A contract can also be interpreted as a bond between the seller and the buyer, so the sale and purchase is not valid if there has not been an agreement which shows the willingness and pleasure between the two.⁴⁶

In the Village of Tanjung Pauh, when buying and selling rice fields with *ijab* and *qabul* rice fields, it is done both by saying it orally in an assembly and also verbally by writing it in a sale and purchase agreement witnessed by several witnesses. If viewed from the perspective of the sale and purchase agreement, the contract for sale and purchase of rice fields with rice fields in Tanjung Pauh Village is in accordance with the perspective of sharia economic law.

⁴⁶ Rachmat Syafe'i, *Fiqh Muamalah* (Bandung: CV Pustaka Setia, 2001).

5. From Aspects of the Person Who Makes the Covenant (Subject)

In a sale and purchase contract, there must be a subject of the contract, namely two parties consisting of a seller and a buyer who will enter into a contract in a transaction. According to sharia economic law, the subject of the contract must fulfill the following requirements: being Muslim, rational, *baliqh*, and of their own free will (not forced).⁴⁷ So there are several things for the sale and purchase and the contract to be valid, namely the person making the contract must be sensible, of his own free will, not wasteful and mature or mature.⁴⁸

As for the sale and purchase of rice fields with rice fields in Tanjung Pauh Village, in terms of the subject of the contract, it has met the requirements, the subject of the contract which is in accordance with sharia law is the sale and purchase carried out between buyers and sellers who are Muslim, return, rational, but subject to conditions of their own will or not forced, sometimes there are still things that do not fit. Because sometimes it still happens that buying and selling transactions are carried out out of necessity, this is because the object of the contract (the rice field being sold) is not private property but is joint property (inherited property) so that when a buying and selling transaction is carried out there are some owners who do not want to sell it.

6. From Aspects of Mu'kud (Object) Buying and Selling

The aspect of the object of the contract (sale and purchase) is one of the important things in a sale and purchase transaction, because the sale and purchase transaction or exchange will not occur if there is no object of the contract. In sharia economic law, the object of a contract must meet the requirements, namely the item is sacred, can be used, belongs to the person making the contract, knows the item, the item being contracted is in hand and able to hand it over.⁴⁹ Meanwhile, the sale and purchase of rice fields with rice fields carried out in Tanjung

⁴⁷ M. Ali Hasan, *Fiqh Muamalah* (Jakarta: PT RajaGrafindo Persada, 2004).

⁴⁸ Rahmat Husein and Ahmatnijar Ahmatnijar, "The Practice of Barter Buying and Selling Motorcycle Spare Parts in Sadabuan Village, Padangsidempuan City, Viewed from the Compilation of Sharia Economic Law," *Jurnal El-Thawalib* 3, no. 5 (2022): 846–59, <https://doi.org/10.24952/el-thawalib.v3i5.6202>.

⁴⁹ Shobirin Shobirin, "Jual Beli Dalam Pandangan Islam," *BISNIS : Jurnal Bisnis Dan Manajemen Islam* 3, no. 2 (2016): 239–61, <https://doi.org/10.21043/bisnis.v3i2.1494>.

Pauh Village, in terms of the object of the contract, has fulfilled the requirements in sharia economic law.

7. From Aspects of Exchange Rates (Exchange Objects)

In Islam there are three types of objects of exchange, namely exchange of real assets (*ayn*) with real assets (*ayn*) or exchange between goods and goods, then there is exchange of real assets (*ayn*) with financial assets (*dayn*) or exchange of goods with other than goods, and exchange financial assets (*dayn*) with financial assets (*dayn*).

When exchanging goods for goods, sometimes there are the same type of goods and sometimes with different types of goods. If there is an exchange between different goods then there is no problem, this is permissible in Islam. However, exchanges of the same type, such as exchange of wheat for wheat, dates for dates, gold for gold, silver for silver, etc., are prohibited unless they meet the requirements, namely the same quantity, the same quality and the same time of delivery.⁵⁰

The buying and selling of rice fields for rice fields (exchanging rice fields for rice fields) that occurs in Tanjung Pauh Village includes exchanging goods for similar goods, namely exchanging rice fields for rice fields. From the results of research conducted by the author, if we look at the object of exchange (exchange value), the exchange of paddy fields for paddy fields that occurs in Tanjung Pauh Village still has requirements that have not been met, in terms of the number of areas of paddy fields exchanged for the paddy fields that become exchangers, there are differences. Where the number of rice fields used as a medium of exchange is wider than the rice fields being exchanged. In terms of quality, if we look at the amount of income earned, the rice fields that are used as a medium of exchange have more income than the rice fields that are exchanged.

From the results of research conducted by researchers, if viewed from the perspective of sharia economic law in terms of objects of exchange or exchange value, the buying and selling of rice fields with rice fields that occurs in Tanjung Pauh village contains an element of usury, where they exchange goods of the same type for the addition of tools exchange and with different quality.

⁵⁰ Sanurdi Sanurdi, "Mixture and Exchange Theory," *TASAMUH: Jurnal Studi Islam* 11, no. 1 (April 1, 2019): 71-85, <https://doi.org/10.47945/tasamuh.v11i1.173>.

Conclusion

The practice of buying and selling rice fields for rice fields carried out by the people of Tanjung Pauh Mudik Village has been carried out for a long time and no one knows since when they have been doing this. However, this kind of buying and selling practice is still ongoing today and seems to have become its own custom. Buying and selling rice fields with rice fields in Tanjung Pauh Mudik Village is included in the Barter system of buying and selling which in Islam is known as *muqayadah* buying and selling.

The factors that encourage people to sell rice fields for rice fields in Tanjung Pauh Mudik Village, Danau Kerinci Barat subdistrict include first, so that the rice fields which are their main land for earning a living are not lost or reduced, second, to increase or expand the rice fields they own have, and third, improve the welfare of the population. Buying and selling rice fields with rice fields in Tanjung Pauh Mudik Village, according to the perspective of sharia economic law, is included in the barter buying and selling system, this buying and selling system is permissible as long as it fulfills the predetermined conditions and harmony.

Based on the results of research conducted by researchers in Tanjung Pauh Mudik Village, Danau Kerinci Barat District, the buying and selling of paddy fields and rice fields carried out in terms of sharia economic law has largely fulfilled the requirements and harmony of barter buying and selling, although there are still some things that have not been fulfilled, the first of which is In terms of the *mitlan bi mitslin* requirements, they are still not fulfilled because buying and selling paddy fields with paddy fields in Tanjung Pauh Mudik village involves violations, namely exchanging similar goods for unequal amounts of the medium of exchange or in other words, there is an excess in the medium of exchange used. According to sharia economic law, there appears to be an element of ribawi here. Second, from the perspective of the person who has a vow (subject), namely the Islamic religion, rational, mature and of their own free will (not forced), in the event that it must be done of their own free will, here sometimes there is still coercion. Because the rice fields being sold are not your own rice fields but are jointly owned rice fields or inherited rice fields.

The suggestions that the author will convey are as follows; Firstly, it is recommended to the public to position Islamic law as a guideline as a framework for thinking about carrying out muamalah, especially in relation to buying and selling rice fields. Second, it is recommended for students majoring in sharia to study all issues related to the science of fiqh accompanied by a sharp analytical knife and not to simply accept concepts that have existed by previous experts without any analysis.

Bibliography

- A. *Depadi Ninik Mamak Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 19, 2023.
- Abul Husain Muslim an Naisaburi. *Shahih Muslim*. Beirut: Dar al-Kutub Al-Ilmiyah, 1994.
- Affan, Moh Sa'i. "Barter Buying and Selling Traditions in Islamic Law Studies." *An-Nawazil: Jurnal Hukum Dan Syariah Kontemporer* 1, no. 1 (2019): 1-24.
<https://jurnal.stisa.ac.id/index.php/annawazil/article/view/25>
- Arikunto, Suharsimi. *Prosedur Penelitian*. Jakarta: Rineka Cipta, 1999.
- Aulia, Ananda Harrio. "Muamalah Principles in Law Number 21 of 2008 Concerning Sharia Banking." *Hukum Islam* 14, no. 1 (2014): 174-86. <https://doi.org/10.24014/hi.v14i2.999>.
- Azani, Muhammad. "The Practice of Pawning Agreements with Land/Field Collateral and Gold Pawning in Mempura District, Siak Regency Based on Islamic Law." *Perspektif Hukum* 15, no. 2 (2015): 204-17. <https://doi.org/10.30649/ph.v15i2.36>.
- BI. *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 16, 2023.
- D. *Pemilik Sawah Di Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 6, 2023.
- Dewi, Gemala. *Hukum Perikatan Islam Di Indonesia*. Jakarta: Kencana, 2005.
- Fachrudin, Fachri. "Kajian Teori Laba Pada Transaksi Jual Beli Dalam Fiqh Mu'āmalah" (Studi Komparasi Teori Laba Ekonomi Konvensional)." *AD-DEENAR: Jurnal Ekonomi Dan Bisnis Islam* 1, no. 1 (2017): 68-74.
- Fathoni, Nur. "The Concept of Buying and Selling in the DSN-MUI

- Fatwa." *Economica: Jurnal Ekonomi Islam* 4, no. 1 (May 31, 2013): 51-82. <https://doi.org/10.21580/economica.2013.4.1.773>.
- Harahap, Abdul Manaf. "Practice of Cattle Buying and Selling Contracts." *Jurnal El-Thawalib* 2, no. 3 (2021): 126-38. <https://doi.org/10.24952/el-thawalib.v2i3.3987>.
- Hardjowinegoro, S, and M.L. Rayes. *Tanah Sawah*. Malang: Banyumedia, 2005.
- Harlina, Yuni, and Hellen Lastfitriani. "Islamic Law Study of Default (Break of Promise) on Consumers Who Do Not Receive a Home Purchase Ownership Certificate." *Hukum Islam* 17, no. 1 (2017): 1-16. <https://doi.org/10.24014/hi.v17i1.3909>.
- Haroen, Nasrun. *Fiqh Muamalah*. Jakarta: Gaya Media Pratama, 2007.
- Hasan, M. Ali. *Fiqh Muamalah*. Jakarta: PT RajaGrafindo Persada, 2004.
- Hendra Gunawan. "Buying and Selling Positions from Jinayah Fiqh Perspective." *Yurisprudencia: Jurnal Hukum Ekonomi*, 2019, 1.
- Hindi, Anwar, and Sitti Rahmah. "Review of Islamic Law on the Practice of Pawning Rice Fields Without Time Limits in Barumbung Village, Matakali District." *J-Alif: Jurnal Penelitian Hukum Ekonomi Syariah Dan Sosial Budaya Islam* 4, no. 2 (2019): 1-15. <https://doi.org/10.35329/jalif.v4i2.1714>.
- Husein, Rahmat, and Ahmatnijar Ahmatnijar. "The Practice of Barter Buying and Selling Motorcycle Spare Parts in Sadabuan Village, Padangsidempuan City, Viewed from the Compilation of Sharia Economic Law." *Jurnal El-Thawalib* 3, no. 5 (2022): 846-59. <https://doi.org/10.24952/el-thawalib.v3i5.6202>.
- Ilham, Alif Akbar Fatriansyah. "Kajian Penelitian Tentang Hukum Jual Beli Kredit." *Jurnal Suhuf* 32, no. 1 (2020): 50-58. <http://journals.ums.ac.id/index.php/suhuf/article/view/11035>.
- Jannah, Miftahul, and Thamrin Logawali. "Buying and Selling Jointly Owned Rice Fields (A' Balu Taung) From an Islamic Economic View in Manimbahoi Village, Parigi District, Kab. Gowa." *Jurnal Iqtisaduna* 3, no. 2 (2017).
- MA. Depati Ninik Mamak Desa Tanjung Pauh Mudik. Tanjung Pauh Mudik Village: Interview, April 19, 2023.
- Mulibari, Zainuddin bin Abdul Azis. *Fathul Mu'in Bisyarah Qurratul Ain*. Bandung: al-Ma'arif, n.d.
- Munir, Ridwan, Rena Nurajijah, and Enceng Iip Syaripudin. "Rice Pawn Agreement Without Time Limit from the Perspective of

- Sharia Economic Law (Case Study in Cintarasa Village, Samarang District, Garut)." *Jurnal Hukum Ekonomi Syariah* 1, no. 1 (2022): 1-5. <https://doi.org/10.37968/jhesy.v1i1.124>.
- Mustafid, Mustafid. "The Law on Roasting in Stand Up Comedy Is Reviewed Based on the Provisions of Islamic Sharia." *Yurisprudencia: Jurnal Hukum Ekonomi* 7, no. 2 (2021): 238-48. <https://doi.org/10.24952/yurisprudencia.v7i2.4691>.
- Mustofa, Imam. *Fiqh Mu'amalah Kontemporer*. Jakarta: PT RajaGrafindo Persada, 2016.
- Muzakki, Harir, and Ahmad Sumanto. "Review of Islamic Law on Wages for Rice Plows in Klesem Village, Pacitan." *Al-'Adalah* 14, no. 2 (2017): 483-506. <https://doi.org/10.24042/adalah.v14i2.1909>.
- Muzan, Amrul. "Trader Behavior and the Concept of Bai'i Mabruur in Muamalah Fiqh." *Hukum Islam* 18, no. 1 (2018): 100-118. <https://doi.org/10.24014/hi.v18i1.5412>.
- Nawawi, Hadari. *Metode Penelitian Bidang Sosial*. Yogyakarta: Gajah Mada University, 1993.
- P. *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 15, 2023.
- Sahroni, Oni, and Hasanudin Hasanudin. *Fiqh Muamalah: Dinamika Teori Akad Dan Implementasinya Dalam Ekonomi Syariah*. Depok: PT RajaGrafindo Persada, 2016.
- Sainul, Ahmad. "The Concept of Property Rights in Islam." *Jurnal Al-Maqasid: Jurnal Ilmullmu Kesyarahan Dan Keperdataan* 6, no. 2 (2020): 196-208. <https://doi.org/10.24952/almazasid.v6i2.3433>.
- Salim, Munir. "Jual Beli Secara Online Menurut Pandangan Hukum Islam." *Al Daulah : Jurnal Hukum Pidana Dan Ketatanegaraan* 6, no. 2 (2017): 371-86. <https://doi.org/10.24252/ad.v6i2.4890>.
- Sanurdi, Sanurdi. "Mixture and Exchange Theory." *TASAMUH: Jurnal Studi Islam* 11, no. 1 (April 1, 2019): 71-85. <https://doi.org/10.47945/tasamuh.v11i1.173>.
- SB. *Pelaku Jual Beli Sawah Di Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 15, 2023.
- Shabiran, Lalu Muh, Titiek Herwanti, and Ihsan Rois. "Business Ethics of Traders in Buying and Selling Used Handheld Telephones Viewed from an Islamic Economic Perspective." *IQTISHODUNA: Jurnal Ekonomi Islam* 6, no. 2 (2017): 190-221. <https://ejournal.iaisyarifuddin.ac.id/index.php/iqtishoduna/ar>

ticle/view/175.

- Shobirin, Shobirin. "Jual Beli Dalam Pandangan Islam." *BISNIS : Jurnal Bisnis Dan Manajemen Islam* 3, no. 2 (2016): 239-61. <https://doi.org/10.21043/bisnis.v3i2.1494>.
- Siregar, Borkat Halomoan, Fatahuddin Aziz Siregar, and Ahmatnijar Ahmatnijar. "Buying and Selling Rotten Durian Based on Fiqh Muamalah." *Jurnal El Thawalib* 1, no. 2 (2020): 1-15. <https://doi.org/10.24952/el-thawalib.v1i2.3226>.
- SS. *Tokoh Masyarakat Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 6, 2023.
- Sugiono, Sugiono. *Metodologi Penelitian Administrasi*. Bandung: Afabeta, 2012.
- Syafé'i, Rachmat. *Fiqh Muamalah*. Bandung: CV Pustaka Setia, 2001.
- Syaifullah, Syaifullah. "Etika Jual Beli Dalam Islam." *HUNafa: Jurnal Studia Islamika* 11, no. 2 (2014): 371-88. <https://doi.org/10.24239/jsi.v11i2.361.371-387>.
- Y. *Masyarakat Desa Tanjung Pauh Mudik*. Tanjung Pauh Mudik Village: Interview, April 13, 2023.