

---

---

# Practice of Buying and Buying Paid Goods with Gold Guarantee in Perspective Islamic Law

SITI FATIMAH

Institut Agama Islam Sultan Muhammad Syafiuddin Sambas, Indonesia.

WIWIN GUANTI

Institut Agama Islam Sultan Muhammad Syafiuddin Sambas, Indonesia.

## Abstract

This research is motivated by the practice of accounts payable by the seller to the buyer. Based on the results of the study, it can be concluded that the practice of buying and selling goods is paid for with gold collateral in Tebing Batu Village, Sebawi District, by offering from house to house with cash payment systems and accounts payable. The practice of buying and selling also has additional terms and costs if it is past due in making accounts payable. The practice of buying and selling goods paid for with gold collateral in Tebing Batu Village, Sebawi District, has fulfilled the pillars and conditions of the contract, the pillars and conditions of sale and purchase, the pillars and conditions of debt and credit as well as the pillars and conditions of the guarantee. However, the practice of buying and selling goods carried out has additional costs when it is due so that it contains elements of usury *nasi'ah*.

**Keywords:** Buying and Selling, Goods, Paid for, Guaranteed Gold.

## Introduction

Islam is a religion of mercy for the whole world, from the principles of the value of His teachings; it highly upholds the principles of the benefit of the people. Islam regulates various aspects of human life as social beings, both in terms of worship (human relations with God) and in terms of *muamalah* (human relations with humans). The form of *muamalah* that is often encountered in daily life is buying and selling, because almost all humans in this world carry out these transactions (Fera Dwi Astuti, 2017).

Buying and selling is an interaction between a seller and a buyer where both of them carry out exchanging activities for goods with other goods in certain procedures. Accounts payable is an activity of borrowing and borrowing money or goods between people who need (debtors) and people who have money or goods which are then lent (creditors) and at a later date the money or goods will be returned with the same amount or goods. This debt and credit activity is a commendable act because there is an element of mutual help between humans (Chairuman P. and Suhrawardi KL, 1994).

However, in the times and the increasingly complex human problems in meeting their needs, there is often a mismatch between norms and human behavior. Along with changes in society, the practice of *muamalah* also changes so that new problems emerge. As is the case with the practice of buying and selling goods, the payment is tough with gold collateral in Tebing Batu Village, Sebawi District. Tebing Batu Village is a village located in the Sebawi District, only 17.2 km from the Sambas Regency Center. The majority of the residents of Tebing Batu Village are farmers and traders.

One of the residents who works as a trader is Mrs. Jalima (Interview, Jalima, 2020), a resident of Dusun Sebatu Timur RT 15 RW 03 Tebing Batu Village, Sebawi District. Mrs. Jalima is a trader who since 2016 has started selling goods in the form of curtains, clothes, and rugs. Sell their goods by offering from house to house. The seller offers his merchandise with a cash system and accounts payable to others. However, what makes it interesting is the practice of accounts payable by Mrs. Jalima to the buyer where the seller owes the goods by asking the buyer for collateral and paying off the debt within a specified time for five months.

As for the goods that are requested to be guaranteed in the form of Gold and if the buyer does not pay off by the time limit specified, the buyer must give the gold to the seller as collateral, and the gold is held by the seller until the buyer pays it off, but the buyer must add a fee as a penalty for late payment of the debt as much as five percent with a period of five months must also be paid off.

Based on this background, the researcher is interested in conducting further research in the form of a research thesis entitled "The Practice of Selling and Buying Goods Paid Tangguh with Gold Guarantees in the Perspective of Islamic Law (Case Study in Tebing Batu Village, Sebawi District)". Gold guarantee in Tebing Batu Village, Sebawi District? How is the review of Islamic law on the practice of buying and selling goods that

are paid for with gold collateral in Tebing Batu Village, Sebawi District?.

## Methods

This research is a type of qualitative research. The source of the data is primary data obtained from interviews and secondary data obtained from literature studies in the form of books, legislation, archives of legal principles and documents related to the problems studied. The method of analysis uses qualitative analysis.

## Results and Discussions

### **The Practice of Buying and selling goods is paid for with gold Collateral in Tebing Batu Village, Sebawi District**

In Tebing Batu Village, there are many who work as traders, one of which is Mrs. Jalima, where Mrs. Jalima is a seller of clothes and home accessories in the form of curtains and rugs, but there are also other traders. The sale and purchase carried out by Mrs. Jalima is different from other traders because the buying and selling system used is the sale and purchase of goods, which are paid for with gold guarantees, while others are not guaranteed, they are only paid in installments (Observation, 2020).

In the practice of buying and selling goods, sellers trade their wares by borrowing goods from 2016 until now, in borrowing goods the seller aims to help and ease the local community in meeting primary needs. The seller offers his wares to almost everyone in Tebing Batu Village, especially the West and East Sebati Hamlets by offering from house to house. The seller sells his merchandise with a cash system and accounts payable, the seller also provides conditions to the buyer where the buyer must pay off his debt for five months and if the buyer does not pay off his debt within the specified time the seller asks for a guarantee in the form of gold but the guaranteed gold is not sold but gold The payment is returned on condition that the buyer is given another five months' due and there is an additional fee in the form of a penalty of 5% of the amount owed, for each payment of debt the seller also includes proof of payment to the buyer in the form of notes from the day, date and month and year of payment (Interview, Jalima, 2020).

In this practice of buying and selling there is also an agreement between the seller and the buyer where the agreement is made verbally. This buying and selling practice in every debt transaction there is an element of willingness between the seller and the buyer. In the practice of buying and selling, the seller when offering goods to the buyer always explains, reminds and convinces the buyer so as not to cause problems in the future and according to the seller, in the practice of buying and selling carried out in the sale and purchase transaction of goods with a tough payment, this is in accordance with Islamic law because it does not there is an element of compulsion but mutual willingness between the two parties (the seller and the buyer), both parties meet the requirements in entering into the contract, the goods sold are not prohibited by religion, the goods sold can be handed over, the object of the transaction is clear, and the price of the object is also clear at the time of delivery transactions (Interview, Jalima, 2020).

In conducting interviews with the seller, the researcher saw that the seller really felt confident in his buying and selling practices and there were no problems in the view of Islam because the buying and selling carried out included the pillars and terms of the sale and purchase. The seller also feels confident to the buyer that the buyer will not protest and complain with the sale and purchase he is doing, because the price of the goods offered is not expensive and the method of payment is very easy for the local community (Observation, 2020).

However, according to what was said by informants 2, 4, 5, 6, 7, and 8 in conducting buying and selling transactions of goods with accounts payable to since 2016, the reason they are in debt is because the prices offered by the seller are not much different from the market price, the seller only takes a profit of only 10% of the actual price, the seller does not set the number of installments to be paid each week (Interview, Yanti, Yantina, Yuni, Beti, Ijan, and Lina, 2020).

The accounts payable system offered by the seller to everyone is the same, there is no difference, he offers his merchandise by visiting people from house to house, he also explains the price of his merchandise one by one to each buyer and every purchase of merchandise can be paid with a cash and debt system receivables. For payments for those who owe a maturity of five months and if the buyer does not pay off the debt during the given time, the seller asks for a guarantee in the form of goods, namely gold to the buyer but the buyer must pay it off again within another five months on condition that there are additional costs referred to as a fine of 5% of the buyer's debt but the guaranteed gold will be returned after the debt is paid off. If the buyer wants to repay the debt, the seller provides evidence in the form of day, date, month, year and the amount of money paid. In carrying out accounts payable transactions there is no such thing as a witness, but there are other people who sometimes come to see the goods offered by the seller (Interview, Yanti, Yantina, Yuni, Beti, Ijan,

and Lina, 2020).

In accordance with what is seen in the field, the researcher can conclude that informants 2, 4, 5, 6, 7, and 8 really do not object to what the seller has given both from the price offer, agreements and certain conditions imposed on the buyer be a problem for them. Because, for every informant, every price quote, both the agreement and the terms provided are very useful for the seller so that the seller does not experience a loss where they know the capital used to sell the goods sold by the seller requires a very large capital (Observations at the time of the interview, 2020).

While there is a difference expressed by informants 3 and 9, namely stating that he has made debt transactions since 2017, the reason he has debts is because the price offered by the seller is not much different from the market price, the seller only makes a profit of only 10% from the actual price and the seller does not set the number of installments to be paid every week (Interview with Mrs. Melda and Iin, 2020).

The accounts payable system offered by Mrs. Jalima to everyone is the same, there is no difference, she offers her merchandise by visiting people from house to house, she also explains the price of her merchandise one by one to each buyer and every purchase of merchandise can be paid using the Cash and Credit system debts and receivables. For payments for those who owe a maturity of five months and if the buyer does not pay off the debt during the allotted time, Mrs. Jalima asks for a guarantee in the form of goods, namely gold to the buyer but the buyer must pay it off again within another five months on condition that there is an additional fee mentioned. as a fine of 5% of the buyer's debt but the guaranteed gold will be returned after the debt is paid off (Interview with Mrs. Melda and Iin, 2020).

If the buyer wants to repay the debt, the seller provides evidence in the form of day, date, month, year and the amount of money paid. In conducting accounts payable transactions, there is no such thing as a witness, but there are other people who sometimes come to see the goods offered by the seller. (Results of Interview with Ms. Melda and Iin, 2020).

However, there is a slight problem, informants 3 and 9 feel a little objected to the additional costs because for them it is enough to guarantee gold but there is no additional cost in the form of fines and if you want additional there should be no more goods that must be guaranteed. However, as long as they pay their debts, they never pay debts past the time limit set by the seller (Interview with Ms. Melda and Iin, 2020).

When the interview was conducted, the researcher could see that informants 3 and 9 really objected to the additional costs referred to as fines because for them the seller had made a profit, but with the addition of the seller, more profits were obtained than before, and according to informants 3 and 9 if you want to increase costs, it is not guaranteed anymore, but choose between one of them but the peacocks do not dare to object when the seller is doing buying and selling practices (Observation, 2020).

### **A Review of Islamic Law on the Practice of Buying and Selling Goods in a Tough Payment with Gold Collateral in Tebing Batu Village, Sebawi District**

Judging from the exposure of the practice of buying and selling hard paid with gold guarantees in Tebing Batu Village, Sebawi District, the pillars and conditions of the contract have been fulfilled, as for the pillars and conditions of the contract, namely the existence of the subject and object of the contract and the qabul consent. While the pillars of buying and selling such as a contract, the existence of a seller and a buyer, and the object of the contract as well as the terms of sale and purchase such as the terms of the contract, namely being reasonable, and without coercion from others, there are also conditions related to consent and qabul, namely people who say they have reached puberty, qobul in accordance with Ijab and ijab and qobul are carried out in one assembly and the terms that are traded are that the goods are there, are useful, belong to someone, can be handed over when the contract takes place and the terms of the exchange rate are the price agreed upon by both parties, can be delivered at the time of the contract, and the goods selling halal.

The practice of buying and selling goods is paid for with gold collateral in Tebing Batu Village, Sebawi District, based on the law as the Qur'an as follows; Surah An-Nisa verse 29, A- Baqarah verse 282 and Fatwa DSN. No. 19 regarding Al-Qard.

Al-qardh financing provisions have been regulated in the DSN fatwa no. 19/DSN-MUI/IX/2000. In this fatwa the qardh provisions are as follows: 1) Qardh, namely loans given to customers (muqtaridh) in need. 2) The qardh customer is obliged to return the principal amount received which has been mutually agreed upon. 3) Administration fee is charged to the customer. 4) Banks may request guarantees from customers if deemed necessary. Qardh customers can give (donations) voluntarily to the bank as long as it is not agreed upon in the contract.

The practice of buying and selling in Tebing Batu Village is also related to guarantees, this guarantee is a burden given to other people and in the guarantee there are pillars and conditions of guarantee, namely there is a subject and object, there are conditions, have aqilbaligh, have sense, consent and qabul. The practice of buying and selling in Tebing Batu Village, Sebawi Sub-district, although allowed, of course, must also understand the

rules in bermuamalah. One of them is a contract, because mistakes in making muamalah transactions often refer to a contract between two or more parties.

In the implementation of buying and selling there must be an agreement so that there is no misunderstanding between the seller and the buyer. If the practice of buying and selling goods has an agreement that meets the pillars and conditions and no party is harmed, then the law is permissible according to the syara'. Such buying and selling is legal and in accordance with sharia.

Judging from the presentation of the practice of buying and selling hard paid with gold collateral in Tebing Batu Village, Sebawi District, it has fulfilled the pillars and conditions of the contract, the pillars and conditions of buying and selling, the pillars and terms of debt and the terms of the guarantee. However, the practice of buying and selling carried out has additional costs so that the practice of buying and selling carried out by the seller contains usury, where usury is the determination of interest or exaggerating the total price when paying debts based on a certain percentage of the amount of debt charged to the buyer. The usury contained in the practice of buying and selling is usury nasi'ah, namely the suspension of delivery or recipients of usury goods with other types of usury goods.

## Conclusion

Based on the discussions in the previous chapter, several conclusions can be drawn regarding the practice of buying and selling goods paid for with gold collateral in Tebing Batu Village, Sebawi District, namely: 1) The practice of buying and selling goods that are paid for with gold collateral in Tebing Batu Village, Sebawi District is carried out by offering from house to house with cash payment systems and accounts payable. The seller provides conditions within a period of five months and if the payment has passed the specified time limit the seller asks for a guarantee in the form of gold, but the gold requested will be returned if the buyer pays off the debt on the condition that the buyer must add another payment which is called a fine to be paid in a period of five more months and faithfully the seller's debt payment transaction includes proof of payment to the buyer in the form of notes from the day, date, month, and year of payment. There is no element of compulsion between the seller and the buyer in buying and selling carried out by the seller. 2) A review of sharia economic law on the practice of buying and selling goods paid for with gold collateral in Tebing Batu Village, Sebawi Subdistrict, in the practice of buying and selling the pillars and conditions of the contract, the pillars and conditions of sale and purchase, the pillars and terms of accounts payable and the terms and conditions of the guarantee. A review of Islamic law on the practice of buying and selling paid for with gold collateral in Tebing Batu Village, Sebawi sub-district carried out by sellers containing usury (Additional) when the payment is made within the specified time period past maturity. Riba contained in the practice of buying and selling carried out is usury nasi'ah, namely the suspension of the delivery or recipient of the type of usury goods with other types of usury goods.

## References

Fera DwiAstuti, (2017). "Tinjauan Hukum Islam Terhadap Khiyar dalam JualBeli Sistem COD (Cash On Delivery) (Studi kasus: COD Onderdil Motor Bekas di Forum Pasar Loak Otomotif Ponorogo)," Skripsi (IAIN Ponorogo).

Chairuman P. dan Suhrawardi KL, (1994). Hukum Perjanjian Dalam Islam, (Jakarta: Grafika)

Departemen Agama RI, (2010). Al-Hikmah, Al-Qur'an dan terjemahnya, (Bandung:Pustaka Setia).

Wawancara dengan IbuJalima Penjual Barang Warga Setempat, (2020). Jum'at 28 Februari.

Wawancara dengan Ibu Yanti, Yantina, Yuni, Beti, Ijan, dan Lina, (2020). Jum'at dan Sabtu 24 dan 25 Juli.