



Review of Islamic Law on Pricing in Buying and Selling with Deferment of Payment in Damarpura Village

Rita Zahara¹, Relit Nur Edi², Helma Maraliza³

¹²³Universitas Islam Negeri Raden Intan Lampung | zrita1429@gmail.com

Abstract

The practice of buying and selling in rural areas is often simple and trust-based, but behind this simplicity often arises the problem of price clarity that has the potential to cause injustice. This study aims to analyze the pricing system in the buying and selling of agricultural tools in Damarpura Village, Buana Pemaca District, South OKU Regency, and to examine its conformity with the principles of Islamic law. The research method used is a qualitative approach with a case study design through direct observation and interviews with one seller and eleven buyers. The results of the study show that there are two payment systems, namely cash and deferral. Cash prices are agreed at the beginning of the contract, while deferred prices are only informed after payment with a significant price difference without written records. This practice contains elements of gharar (ambiguity) that are contrary to the principles of price clarity (*jahl bi al-tsaman*), justice ('*adl*), and willingness (*tarādhi*) in fiqh muamalah, as it creates an information imbalance between sellers and buyers. The conclusion of this study emphasizes the importance of clear pricing at the beginning of the contract, transaction recording, and muamalah fiqh education so that transactions run transparently, fairly, and in accordance with sharia principles.

Keywords: Buying and Selling, Deferred Prices, Fiqh Muamalah, Gharar, Islamic Economic Justice.

Tinjauan Hukum Islam Terhadap Penentuan Harga Dalam Jual Beli Alat Pertanian Dengan Pembayaran Tunda Studi di Desa Damar

Abstrak

Praktik jual beli di pedesaan seringkali sederhana dan berbasis kepercayaan, namun di balik kesederhanaan ini sering muncul masalah kejelasan harga yang berpotensi menimbulkan ketidakadilan. Penelitian ini bertujuan untuk menganalisis sistem penetapan harga dalam jual beli alat pertanian di Desa Damarpura, Kecamatan Buana Pemaca, Kabupaten OKU Selatan, dan untuk mengkaji kesesuaianya dengan prinsip-prinsip hukum Islam. Metode penelitian yang digunakan adalah pendekatan kualitatif dengan desain studi kasus melalui observasi langsung dan wawancara dengan satu penjual dan sebelas pembeli. Hasil penelitian menunjukkan bahwa ada dua sistem pembayaran, yaitu tunai dan penangguhan. Harga tunai disepakati di awal kontrak, sedangkan harga yang ditangguhkan hanya diinformasikan setelah pembayaran dengan selisih harga yang signifikan tanpa catatan tertulis. Praktik ini mengandung unsur-unsur gharar (ambiguitas) yang bertentangan dengan prinsip kejelasan harga (jahl bi al-tsamam), keadilan ('adl), dan kesediaan (tarādhi) dalam fiqh muamalah, karena menciptakan ketidakseimbangan informasi antara penjual dan pembeli. Kesimpulan dari penelitian ini menekankan pentingnya penetapan harga yang jelas di awal kontrak, pencatatan transaksi, dan pendidikan fiqh muamalah agar transaksi berjalan secara transparan, adil, dan sesuai dengan prinsip syariah..

Kata Kunci: Jual Beli, Harga Tangguh, Fiqh Muamalah, Gharar, Keadilan Ekonomi Islam.

INTRODUCTION

Pricing in buying and selling transactions is a crucial aspect because price is a benchmark for the validity of the contract and serves as a meeting point between the seller and the buyer. In the framework of Islamic muamalah, price is not merely an economic figure, but must also reflect the principles of justice, openness, and prohibition of prohibited elements such as riba and gharar (Jamaluddin et al., 2023).

In the practice of buying and selling agricultural implements in rural communities, there are special dynamics that sometimes deviate from the ideals of fiqh, especially when

transactions are carried out delayed and prices are determined in the end.

Several recent studies have highlighted the phenomenon of price ambiguity as well as price differences based on transaction type. Jamaluddin et al. (2023) in a comparative study of madhhab Maliki and Shafii affirm that although fiqh allows for the price difference between cash and deferral, the determination of the price must occur at the time of the contract so that the contract does not contain gharar.

Furthermore, the practice of flash sales in e-commerce is also analyzed in the context of the rules of fiqh muamalah findings show that price

ambiguity (in a limited duration) can contain elements of gharar if not regulated transparently (Ardianto et al., 2025).

Meanwhile, in terms of Indonesian sharia fatwas and regulations, the National Sharia Council-Indonesian Ulema Council (DSN-MUI) is actively issuing fatwas that clarify contemporary transaction rules.

One of the most recent fatwas, No. 159/DSN-MUI/2024 on the Buying and Selling of al-Mal al-Musytarak and al-Mal al-Musya', emphasizes the importance of clarity in the management of mutual assets and price agreements in modern transactions. In addition, fatwas in other categories (e.g. about ijarah, digital markets) show that DSN-MUI is increasingly adaptive to the development of the digital economy (DSN-MUI, 2024).

In the contemporary fiqh tradition in Indonesia, the aspect of habit (urf) is also starting to receive attention. Checking that people's habits in setting prices, such as pricing or informal bargaining practices, can be a legal reference as long as they do not violate Sharia principles (Rizaludin et al., 2022).

In rural contexts such as Damarpura Village, Buana Pemaca District, South OKU Regency, the practice of selling agricultural implements often occurs in a simple mechanism: the cash price is declared early, while the deferred price is only disclosed at the end of the transaction, and there are often additional differences such as "interest"

(Narasumber, 2025). This kind of practice requires a thorough study so as not to violate the principles of Islamic muama.

With this theoretical and regulatory foundation, this research focuses on how the practice of setting cash prices and delays in buying and selling agricultural implements in Damarpura Village can be studied and assessed from the perspective of Islamic law. This paper not only aims to describe the field practice, but also to test its conformity with the principles of fiqh muamalah and the latest DSN-MUI fatwa.

In line with this goal, this study proposes the hypothesis that the practice of pricing with deferred payments in Damarpura Village has not fully met the principle of price clarity as stipulated in Islamic law and DSN-MUI fatwa.

RESEARCH METHODS

This study uses a qualitative approach with a case study design to understand in depth the pricing practices in the buying and selling of agricultural implements in rural communities, especially in Damarpura Village, Buana Pemaca District, South Oku Regency.

The qualitative approach was chosen because it provides a space for researchers to explore the meaning, perception, and experience of local economic actors in their transaction practices. The design of the case study is used to obtain a contextual and comprehensive picture of the phenomenon being studied so that the

results of the study can provide a rich empirical description (Creswell, 1998).

The types of data used in this study include primary and secondary data. Primary data was obtained directly from agricultural equipment buyers, namely farmers, local traders, and village officials through in-depth interviews and participatory observation. Meanwhile, secondary data was obtained from relevant literature such as laws and regulations, Islamic law books, scientific journals, reports of related institutions, and supporting documents of local governments.

The data collection technique is carried out in three main ways, namely observation, interviews, and documentation. Observations were carried out directly at the research site to understand the social context and the mechanism of buying and selling that occurred. Interviews were conducted with key informants who were deliberately selected, such as community leaders, business actors, and village officials. Documentation techniques are used to collect secondary data such as pricing policies, transaction records, and Islamic legal literature on the principles of justice in muamalah.

The collected data was analyzed using interactive analysis techniques that included data reduction, data presentation, and conclusions drawn. The analysis is carried out from the beginning of the data collection process and takes place simultaneously to obtain valid findings. The validity of the data is tested through triangulation of sources

and methods so that the research results have credibility and can be scientifically accounted for (Matthew B & A Michael, 1994).

The flow of this research starts from problem identification, followed by field data collection, thematic analysis, interpretation of Islamic law, to draw conclusions and recommendations for regional policies.

RESULTS AND DISCUSSION

Damarpura Village at a Glance

Damarpura Village is an indigenous group or tribal community located in the province of South Sumatra, according to the history of several people that the indigenous group already existed and inhabited the Damarpura Village area before the independence of the Republic of Indonesia. The tribal group came from the Komering tribe who at that time was the leader of the tribe or group better known as PUYANG.

Table 1 ; Number of Inhabitants of Damarpura Village

Hamlet Name	Number of People
Hamlet I	431 People
Hamlet II	593 People
Hamlet III	428 People

Hamlet IV	448 People
Hamlet V	478 People
Duusn VI	464 People

Source; Processed Interviews

Livelihood

Because Damarpura Village is an agricultural village, most of the residents make a living as farmers

Table 2; Livelihood

Yes	Work	Sum
1	Farmer	People 1633
2	Merchant	51 People
3	PNS	28 People
4	Worker	43 People

Source; Processed Interviews

Field Research Results

Based on observations and interviews with agricultural equipment sellers in Damarpura Village, it was found that;

- a) The seller sets two types of prices; Cash pricing and deferred pricing
- b) The deferred price is usually 20% higher than the cash price
- c) Prices are often not mentioned at the beginning of the transaction
- d) Price agreement is done verbally
- e) Recording in the record only records what goods were taken without listing the price.

In practice, the price of this transaction is not always the same as the cash price. Sellers usually set two forms of payment, namely cash payments and

deferred payments. The price of the deferral is usually higher compared to the price of cash. Based on interviews with 11 buyers of agricultural tools in Damarpura Village, Buana Pemaca District, South Oku Regency, the following findings were obtained; Most (9 out of 11) buyers buy with a delayed payment system, due to limited capital and waiting for harvest.

- a) Determination of prices in pending payments From the results of the interview, all buyers stated that the pending price was not mentioned at the beginning, but was determined at the end When wanting to make a payment
- b) Cash price difference and deferred price Most of the samples mention price difference. Cash prices are cheaper while deferred prices are higher because payments are deferred
- c) Pricing time All samples agree that the deferred purchase price is determined at the end of payment, i.e. after harvest or a specified time.
- d) Explanation of the difference between the deferred price and the cash price Most buyers say that the seller does not always explain at the beginning the difference between the cash price and the deferred price, but rather it is only calculated at the time of payment.

Table 3; Comparison of Cash and Deferred Prices

Tool Type	Money	Postpone
Sprayer	800.000	960.000
Hoe	150.000	180.000
Water Pump	2.350.000	2.820.000
Sprayer	250.000	300.000

Table 3 shows that all agricultural implements sold had a price difference between cash payments and deferred payments, with relatively consistent increases in the range of 20–25 percent. For example, a sprayer with a cash price of IDR 800,000 increases to IDR 960,000 when paid on a deferred basis, or an increase of IDR 160,000 (20 percent). The same pattern can be seen in hoes that rose from IDR 150,000 to IDR 180,000 (20 percent), as well as water pumps from IDR 2,350,000 to IDR 2,820,000 (about 21 percent).

This increase shows that sellers apply a fairly uniform additional percentage for all types of tools. However, the additional price was not conveyed at the time of the contract and was only known by the buyer when the payment was made.

Thus, although economically the price difference is still in the range commonly found in the practice of *bai' bi tsaman ajil*, the missynchronization of information at the time of the contract shows that there is an element of price ambiguity that can give rise to *gharar* according to the perspective of Islamic law. These findings confirm that the main problem is not the size of the difference, but the pricing process that is not transparent from the start.

Based on the results of direct observation and in-depth interviews with one seller and eleven buyers of agricultural tools in Damarpura Village, Buana Pemaca District, South OKU Regency, it was obtained that the practice of buying and selling

agricultural tools in this area takes place in two main payment systems, namely cash payments and deferred payments (credit)). This type of transaction pattern is quite common in rural economic activities in Indonesia, especially in the agricultural sector which relies on social trust and verbal agreements (Rahmawati & Answer, 2023)

In a cash payment system, the price of goods is clearly agreed upon at the beginning of the transaction. The seller provides price information directly to the buyer, and the payment is made on the spot. This kind of transaction generally happens quickly and rarely causes problems because both parties understand the deal from the start. On the other hand, in a deferred payment system, the price of the goods is not listed at the beginning of the contract, but is only conveyed when the buyer wants to pay off the payment. The results of field interviews show that the average price of deferral is about 20% higher than the price of cash. This additional price is referred to by the seller as "*adjustment*" or "*interest*", which is considered compensation for a longer payment period.

This practice is carried out without recording or a written contract. The transaction memorandum provided only lists the type of goods without listing the price. As a result, most buyers do not have price certainty from the start and only know the payment amount at the time of payment. This condition creates uncertainty, even some buyers express

objections because the final price far exceeds the cash market price.

One of the buyers stated: "If he buys the cash price, the price is mentioned at the beginning. But if you buy a pending price, the price is not mentioned at the beginning, only when you want to pay you will be notified, and usually with interest" (Source, 2025). This statement shows that the price element is not part of the contract sighat when transactions are carried out in a tough manner. The unambiguity of the price at the time of the contract fulfills the characteristics of *jahl bi al-tsaman*, which in fiqh muamalah includes the form of *gharar fāhish* because the buyer enters into the transaction without knowing his financial obligations for sure

This phenomenon shows that there are transaction practices that are not fully transparent and have the potential to cause injustice to buyers. In the context of Islamic law, price clarity is one of the pillars and legal requirements of buying and selling. Unclear prices at the time the contract is categorized as *Gharar*, i.e. uncertainty in a transaction that can cause losses for one of the parties (Muthia Azzahra et al., 2024). The practice of deferred pricing in Damarpura that has just been mentioned at the time of repayment also has the potential to violate the principle of fairness (*ADL*) and will (*Tarādhi*), which is an important foundation in the muamalah contract (Karimullah, 2025).

Thus, the main problem in the practice of buying and selling

agricultural implements in Damarpura Village is not only the difference between the cash price and the pending price, but the unclear price at the time of the contract that opens up opportunities for injustice and information imbalance between the seller and the buyer. These findings reinforce the view of contemporary muamalah jurisprudence that emphasizes the importance of transparency and price agreements at the beginning of transactions to maintain fairness and avoid disputes later (Rahmawati & Jawab, 2023; Sicily, 2025).

Analysis of Islamic Law on Pricing Practices

Price Ambiguity (*Jahl bi al-Tsaman*)

In Islamic law, one of the basic principles in a sale and purchase contract is price clarity (*tsaman ma'lūm*). This clarity is an essential condition that ensures there is no uncertainty (*gharar*) in the transaction. The Prophet ﷺ forbade all forms of buying and selling that contain *gharar* (HR. Muslim, No. 1513), and the fuqaha understand this prohibition as an effort to maintain transparency, justice, and the prevention of potential disputes. *Gharar*, according to Jamaluddin (2017), is an element of ambiguity or uncertainty in the contract that has the potential to harm one of the parties; One of the forms is the unclear price at the time of contract. If the price is not mentioned or not agreed upon from the beginning, then the contract can be categorized as defective because it does

not meet the principle of transparency in muamalah.

In the practice of buying and selling agricultural tools in Damarpura Village, price uncertainty occurs in the delayed payment system. The cash price is presented at the beginning, but the resilient price is only disclosed at the time of payment. This pattern is included in *gharar fāhish* because it concerns the price element, which is the most fundamental component of a sale and purchase contract. This condition causes buyers to not know their financial obligations from the beginning, thus opening up the opportunity for disputes between sellers and buyers. Hidayat's Research (2020) It reinforces that price ambiguity is one of the main sources of the invalidity of contemporary muamalah contracts.

Within the framework of classical jurisprudence, an agreement containing *jahl bi al-tsaman* has different legal implications between sects. The Shafi'i and Hanbali schools, which place great emphasis on the clarity of the contractual element, categorize contracts with unclear prices as void (*bāṭil*). The contract was considered invalid from the beginning because the harmony and conditions were not met. Consequently, when the goods have been handed over, they must be returned; and there is no obligation to pay except for reimbursement for benefits that have been used if the benefit creates value (*istifādah*).

In contrast, the Hanafi school classifies such a contract as *fasid*

(damaged), not completely void. In this madhhab, a damaged contract can still produce minimal legal effects, especially when the goods have been received and utilized. The payment that must be given is not the price pronounced later by the seller, but *qīmah mithl* (fair market value). This approach is often the cornerstone for dealing with problematic contracts in contemporary practice.

The study by Muthia et al. (2024) adds that price ambiguity is not only a technical violation of contract law, but also interferes with the values of fairness, willingness, and information balance in transactions. When the buyer does not know the price from the beginning, then the *tarādhī* that is the core of the sharia transaction is not fulfilled. In the context of Damarpura, this condition is exacerbated by the asymmetry of information between sellers and buyers, especially small farmers who have low bargaining power.

Thus, the practice of pending pricing in Damarpura can be categorized as legally problematic contracts. Price ambiguity not only undermines the integrity of the contract, but also weakens trust between the seller and the buyer and goes against the sharia's purpose of safeguarding property and avoiding potential illegality in economic transactions.

Difference in Cash Price and Deferment (*Bai' bi Tsaman Ajil*)

The difference between cash and deferral prices is a common phenomenon in Islamic muamalah practice, especially in contracts that involve difficult payments. In contemporary fiqh literature and Indonesian sharia regulations, "*I'm sorry, but I'm sorry.*" is recognized as a valid form of sale and purchase as long as the final price and repayment period have been agreed upon from the beginning of the contract. The DSN-MUI fatwa and several field studies emphasize that price transparency and certainty of repayment time are absolute requirements so that the contract does not contain prohibited elements, such as gharar (ambiguity) or riba (National Sharia Council-Indonesian Ulema Council (DSN-MUI), 2017).

In practice in Damarpura Village, deferred payment systems generally display a significant price difference between the cash price and the deferred price. The seller clearly states the cash price at the beginning of the transaction, while the deferred price is only conveyed at the time of payment. This price difference is about half of the cash price. This addition is considered by the seller as compensation for late payments, also understood as "*interest*" informally by the buyer even though it is not formally explained beforehand.

Other research supports that this kind of price difference is prevalent in "*I'm sorry, but I'm sorry.*" in various commercial sectors. Rahbini (2013)

explained that in Islamic banking, murabahah products and *Goodbye B. Tsaman Azil* has a higher selling price than the cash price due to additional profits and operational costs for installment payment services. However, Holis also emphasized that the difference only applies if the final selling price and repayment time have been determined and informed at the time of the contract, not afterwards (Rahbini, 2013).

In addition, farmers who opt for a deferred payment system are willing to pay more because there is flexibility in repayment times and easier access to capital, but they also state that unclear prices at the beginning of contracts often cause inconvenience or disputes (Scott, 2025).

In the context of Islamic law, additional prices in deferred payments are not usury as long as they do not contain additional elements that are unlawful or coerced, and additional costs have been agreed upon in advance. DSN-MUI through Fatwa No. 110/DSN-MUI/IX/2017 stipulates that buying and selling with difficult payment (*muajjal*) is legal provided that the price (*tsaman*) is known and agreed at the beginning of the contract; There should be no changes after the contract starts that creates an element of uncertainty.

Thus, based on the findings in Damarpura Village and the literature, the practice where the deferred price is only notified at the time of repayment (or close to payment) does not meet the

sharia requirements of *the bai' bi tsaman ajil contract*. The price difference that occurs becomes a problem not because of the pending price itself, but because of unclear price information from the contract and the uncertainty of payment time that can confuse buyers. Therefore, improvements in practices, such as written agreements or deferred price transparency, are important to ensure that the sale and purchase contract remains valid and fair in accordance with the perspective of Islamic law.

The Principles of Justice ('Adl) and Willingness (Tarādhī)

In Islamic law, the principles of justice ('adl) and will (tarādhī) are the main foundations that must be maintained in any sale and purchase contract. Fairness not only means equality of nominal prices, but also includes disclosure of information, price transparency, and the absence of an element of fraud or ambiguity (*Gharar*) (Hendriyadi et al., 2021). This principle is particularly relevant to the practice of buying and selling agricultural implements in Damarpura Village, where the pending price is only notified at the time of repayment.

When the price is not agreed upon in the first place, the buyer is in a weaker position because he has no certainty of payment obligations. Some buyers in the field admitted to being surprised because the final price was higher than the cash price and market price. This situation shows that there is an

imbalance in the bargaining position, so that the principle of fairness ('adl) in the transaction has not been fulfilled. In Islam, this condition can open up opportunities for tyranny, because one party (the seller) has full control over the price, while the other party (the buyer) does not get the clarity it deserves.

In addition, the principle of willingness (*tarādhī*) is also in the spotlight. In sharia-legal transactions, both parties must be equally willing and agree to the price consciously without coercion or pressure. In the practice of buying and selling in Damarpura, the buyer does still pay the set deferral price, but this willingness is not pure because they do not know the price from the beginning. The deal that emerged was not the result of transparent negotiations, but rather due to urgency or the absence of alternative purchases. In fiqh muamalah, this condition can be categorized as *gharar khafi* (hidden ambiguity), which has the potential to make the contract invalid or at least ethically problematic.

This principle of justice and willingness is affirmed in the Qur'an through the word of Allah: "*O you who believe, do not eat each other's possessions in a wrong way, except in the way of affairs that are done voluntarily between you...*" (QS. An-Nisa [4]: 29). This verse is the basis that a transaction is only valid if it occurs on the basis of the willingness of both parties. Thus, the practice of pricing without clarity from the beginning in

Damarpura Village is contrary to this principle. To comply with sharia provisions, prices must be set and agreed upon openly before contracts take place, either in cash or deferred transactions.

These findings are also in line with the results of Widiyawati & Zen's research (2024), which emphasizes that contractual ambiguity is often a source of injustice in Islamic financial transactions. Similarly, Zainudin's research (2023) shows that unilateral price changes in the agrarian sector can violate the principle of *Tarādhī* and cause economic injustice for buyers.

Analysis of Field Practice in Fiqh Muamalah

The practice of pricing in buying and selling agricultural tools in Damarpura Village reflects the incompatibility between local economic practices and the principles of fiqh muamalah. In general, muamalah fiqh stipulates that all transaction contracts must meet the pillars and conditions set by sharia: the existence of the contracting party (*'aqid*), the object of the contract (*ma'qud 'alaih*), *sighat* (*ijab* and *qabul*), and price clarity (*tsaman*). When any of these elements are not met, the contract is considered defective (*fasiq*) or even void (*void*) depending on the degree of breach.

In this context, the unclear deferral price at the time of the contract has caused the occurrence of the *element of gharar* and opened up opportunities for injustice (*zulm*). The deferred price is

only conveyed at the time of payment, so the buyer has no certainty about his financial obligations at the beginning of the transaction. A buyer stated, "Usually the price if you pay later, you are not told from the beginning. We just knew when we wanted to pay." This quote corroborates that the resilient price is not included in the *sighat* component of the contract, so the buyer enters the transaction without knowing their financial obligations

From the point of view of fiqh, this practice can be categorized as a purchase and sale contract that does not meet the requirements of price clarity, as affirmed by Wahbah az-Zuhaili in *Al-Fiqh al-Islami wa Adillatuhu* that "a contract of sale and purchase at an unclear price is a contract that is damaged because it contains *gharar* and has the potential to cause a dispute between the seller and the buyer" (Al-Zuhayli, 2011).

Moreover, even if the seller and the buyer continue the transaction, their willingness (*tarādhī*) is not pure because it occurs in a condition of information imbalance. The principle of price transparency that should be the basis for the fairness of transactions has not been fulfilled. In fiqh muamalah, this condition can be categorized as *gharar khafi* (hidden obscurity) instead of *gharar fāhis* (great), but it is enough to make the contract problematic from the point of view of Islamic business ethics (Zainudin, 2023).

Furthermore, the price difference between cash and deferred payments is

actually allowed in Islam, provided that the price has been agreed upon from the beginning of the contract and should not change in the middle or end. This is in line with the opinion of the majority of scholars (jumhur), which allows *the transaction of bai' bi tsaman ajil* (buying and selling at a difficult price) provided that the price and time of payment are clear. In practice in Damarpura, this condition is not met, so the transaction is potentially invalid or at least not in accordance with sharia principles.

A seller stated, "If you pay later, the price is different, it usually goes up like that". This quotation reinforces the data in Table 3 and shows that although such price differences are allowed in *bai' bi tsaman ajil*, the requirement of price clarity from the outset is not met. Therefore, this transaction has the potential to become fasid according to the Hanafi School or *bātil* in the Shafi'i School.

From the perspective of economic justice, some farmers are in a weak bargaining position. One buyer stated, "We only buy in this one place. There was no other option, so even though it was expensive, we still took it." This quote shows the potential for *ghabn fāhish* (excessive price fraud), especially when there are no other market alternatives. In the long run, such practices can widen social inequality and undermine the welfare of farmers.

A Review of Islamic Law on Field Pricing Practices

The review of Islamic law on the practice of pricing in the buying and selling of agricultural tools in Damarpura Village can be understood through the basic principles of muamalah which emphasizes fairness, willingness, and openness between parties in transactions. In Islam, pricing is essentially left to the market mechanism as long as there is no element of fraud or action that can harm one party. Therefore, price practices in the field need to be seen from whether they meet the requirements of fairness, honesty, and avoidance of elements of exploitation (Fathi & Iskandar, 2024).

In Damarpura Village, the process of buying and selling agricultural tools usually occurs between farmers and traders or shops that provide agricultural tools. In this context, sellers have more power in determining prices because farmers often do not have adequate alternatives or price knowledge. If the price is determined unilaterally and causes an imbalance that is detrimental to the buyer, then this condition is included in the form of *ghabn fāhish* (excessive price fraud), which is seen as not in accordance with Islamic law. However, if the seller sets the price based on the cost of capital, quality of the goods, and reasonable profits agreed upon without pressure or manipulation, then the practice is justified according to sharia (Daipon et al., 2023).

Transactions in the field must also be avoided from fraud or fraudulent practices, such as hiding defects or providing information that does not

correspond to reality. In the process of buying and selling agricultural equipment, some buyers report a lack of transparency regarding the quality of goods. One farmer stated, "We are usually not explained the condition of the equipment. Sometimes when you use it, you know there are parts that are not good."

In Islamic law, this is contrary to the principle of transparency and is prohibited because it harms one party. On the other hand, prices that fluctuate due to demand factors, operational costs, or market conditions are allowed as long as they do not involve market engineering such as hoarding (*ihtikar*) or agreements between traders to raise prices unreasonably. If the price of agricultural implements in Damarpura is determined naturally following a market mechanism without a monopoly on price games, then the practice is in accordance with the provisions of Islamic muamalah (Malikussaleh, F., Marliyah, M., Falahuddin, F., & Mutia, I, 2021).

The Impact of Pricing on Farmers' Welfare

The determination of the price of buying and selling agricultural equipment has a great influence on the welfare of farmers, especially in rural areas such as Damarpura Village, Buana Pemaca District, Ogan Komering Regency, South Ulu Ogan Komering Regency. The price of agricultural equipment is not only related to the transaction process, but is directly

related to the ability of farmers to carry out their agricultural activities (Ngasifudin & Al-Munawwaroh, 2021). Therefore, changes in prices or the way prices are set can have positive or negative consequences on the economic conditions, productivity, and life stability of farmers. In traditional and modern farming systems, farming tools are a basic necessity. Farmers cannot delay the purchase of damaged or inadequate equipment, as the function of such equipment is directly related to the processes of land tillage, planting, maintenance, and harvesting. This is where pricing plays an important role. When the price of agricultural equipment remains affordable, farmers can carry out production activities optimally without significant obstacles. On the other hand, when prices are set too high and disproportionate to farmers' economic capabilities, it can significantly reduce their well-being (Syahri, 2022).

In the context of the life of farmers in Damarpura, most of their income depends on seasonal crops. This income tends to be volatile because it is heavily influenced by external factors such as weather, soil quality, pest infestation, and fluctuations in crop prices in the market. This dependence puts farmers in a less strong position when dealing with the pricing of agricultural tools that are not transparent or tend to be unilaterally determined by sellers (Ngasifudin & Al-Munawwaroh, 2021). When pricing is done without considering the purchasing power of

farmers, their economic burden gets heavier. The first most visible impact of unreasonable pricing is the increase in production costs. Farmers need tools such as hoes, sickles, pest spray, fertilizer, and simple farm machinery. If the price of these tools is too high, then the costs incurred to start or maintain agricultural activities will increase. When the cost of production increases, while the selling price of the crop does not increase significantly, the net profit received by the farmer becomes smaller. Farmers' already low incomes became increasingly depressed, thus lowering their welfare level (Mustaghfiroh & Widiastuti, 2022).

Another impact that arises is a decrease in farmers' productivity levels. If the price of agricultural equipment is considered too expensive, some farmers are forced to postpone the purchase of new equipment or use old equipment even though the condition is no longer feasible. Damaged or inefficient tools will slow down the work process and lower crop yields. Low productivity causes farmers' incomes to shrink. This situation shows that pricing not only affects the direct economic aspect, but also impacts the ability of farmers to improve the quality and quantity of their agricultural production. In addition, unbalanced pricing can also lead to farmers' dependence on certain parties. In conditions of high prices, some farmers are forced to go into debt to middlemen or other informal institutions to buy agricultural equipment. This debt often has high

interest rates, making it increasingly difficult for farmers to get out of the poverty loop. This dependence not only weakens the bargaining position of farmers, but also threatens their economic independence. If this situation persists for a long time, farmers' welfare will not only stagnate, but potentially decline over time (Hasrullah, 2021).

On the other hand, if the pricing is carried out by paying attention to the principles of fairness, openness, and conformity with the economic conditions of the local community, then the impact can improve the welfare of farmers. Reasonable prices allow farmers to get quality agricultural tools without having to sacrifice other needs. With adequate tools, the production process becomes more efficient and the results are maximum. When productivity increases, farmers' income also has the potential to increase. This provides space for farmers to improve their living conditions, for example by improving their homes, sending children to school, or increasing business capital (Radjasa & Djazuli, 2024). On the other hand, reasonable prices also create a harmonious relationship between traders and farmers. Openness in pricing will reduce the potential for disputes or mistrust between the two parties. If the trader explains the factors that affect the price, such as shipping costs, the condition of the goods, or the quality of the tools, then the farmer can understand the reasons for the increase or decrease in price. This kind of transparency is in

line with the values of honesty and pleasure in Islamic muamalah. Trusting relationships not only provide economic benefits, but also strengthen social bonds in rural communities.

In addition, reasonable prices can open up opportunities for farmers to modernize agricultural tools. When modern tools such as automatic sprayers or tillage machines are priced at affordable prices, farmers can switch from traditional methods to more efficient modern farming systems. This modernization will speed up work, reduce physical fatigue, and increase the number of plants (Rediko, 2022). In the long run, this condition contributes greatly to improving the standard of living of farmers and their families. Thus, pricing has a very significant impact on the welfare of farmers, both directly and indirectly. Prices that are too high can put pressure on farmers' economies, reduce productivity, and lead to detrimental dependence. Meanwhile, prices that are reasonable, transparent, and adjusted to farmers' economic capabilities can pave the way for increased income, agricultural efficiency, and stability of farmers' families' welfare. Therefore, it is important for traders, village governments, and related institutions to keep the pricing mechanism of agricultural tools in villages like Damarpura in the corridor of justice and harmony with the welfare of farmers as the spearhead of the agricultural sector (Maripatul Uula & Harahap, 2023).

Perception of the People of Damarpura Village on Price Conformity with Islamic Sharia

The people of Damarpura Village view the pricing process in buying and selling agricultural tools as an important part of their economic activities, especially because agricultural tools are basic needs in supporting daily work. In social life, buying and selling transactions are considered not only as an exchange of goods for money, but also as social relationships that must be built on the basis of honesty, fairness, and willingness. This view then becomes the basis for them to assess whether the price offered by the seller is in accordance with the principles of Islamic law or not.

In practice, most residents consider that the price of agricultural tools in Damarpura is still within reasonable limits. They realized that the geographical position of the village which was somewhat far from the city center caused distribution costs to increase, so that the selling price of goods became higher than in areas closer to large markets. However, this condition does not cause rejection from the public because they understand that transportation costs, capital, and reasonable profits are legitimate components of price formation according to Islam. As long as the price is explained openly and not made up, the public views that the transaction is legitimate and does not contradict the principle of muamalah. The willingness between the seller and the buyer is an

important point in the view of the citizens (Fuadi, 2022).

For Damarpura residents, buying and selling transactions are not only commodity exchanges but also social interactions that must be built on the basis of honesty and mutual acceptance. One buyer stated, "As long as the seller explains the reason and we both agree, yes we consider the price to be halal." This perception shows that people understand sharia mainly through the principle of *tarādhī*.

Nevertheless, it is undeniable that at certain times, especially before the growing season, the price of agricultural implements increases (Saenong, 2024). Some citizens see this as a slightly unsettling condition, as they worry that it approaches practices that are not justified in Islam, such as excessively raising prices or taking advantage of situations when demand increases. Despite these concerns, further research suggests that price increases usually follow increases from distributors or supply scarcity factors, not due to hoarding of goods by local traders. Therefore, some people still consider that the increase is still within acceptable limits and does not fall into the manipulative acts prohibited by sharia. Good social relations between sellers and buyers also play a big role in people's perceptions of price suitability with Islam. In this village, the sellers usually get to know each other with buyers. This closeness makes the bargaining process take place in a more familial way. Buyers feel more valued,

while sellers strive to maintain a reputation to be trusted. For the people of Damarpura, maintaining the mandate is part of worship, so that honest buying and selling practices are considered a form of applying Islamic teachings in daily life. Therefore, although not all citizens fully understand the theory of *muamalah fiqh*, they practice it through social attitudes and trade ethics that are passed down from generation to generation (Nasrul et al., 2020).

The close social ties between sellers and buyers in the village strengthen trust. For the people of Damarpura, the honesty of the seller and the openness of prices are the main keys to price conformity with sharia. Transparency of the condition of goods is also a major concern, as stated by a resident, "We want sellers to be honest about the condition of the tools, so that they do not feel cheated." This statement is in line with the principle of Islamic trade morality (Kusnadi, 2022).

CONCLUSION

This study shows that the main problem in the practice of pricing with deferred payments in Damarpura does not only lie in the nominal difference between cash prices and resilient prices, but also in the price formation mechanism that does not fully meet the principles of clarity, openness, and balance of information as stipulated in *fiqh muamalah*. These findings show that there is a tension between traditional trust-based buying and selling practices and sharia normative

demands that emphasize price certainty at the time of contract.

From the perspective of Islamic law, the practice of delayed pricing set at the end of a transaction indicates the potential for gharar and injustice,

especially since buyers do not have equal access to information to make informed consent. Thus, this study confirms that the main challenge is not simply "how big the price difference" is, but how the negotiation and pricing process is carried out fairly according to the principles of *tarādhī* and honesty (*ādālah*).

These findings have practical implications for business actors in Damarpura to build a more transparent transaction system, especially by agreeing on tough prices from the beginning and recording transactions in

writing. In addition, this research contributes academically in showing how the norms of fiqh muamalah are applied in the context of modern rural settings, where local practices ('urf) often influence transaction patterns.

The study has limitations in the number of informants and a narrow geographic focus, so follow-up studies can extend the context to other regions or compare pricing practices across different types of commodities. However, this research provides a strong basis for the formulation of muamalah education for the community and the strengthening of informal regulations at the village level so that the practice of buying and selling more reflects the principles of justice and clarity in Islamic law.

REFERENCES

Al-Zuhayli, W. (2011). *al-Fiqh al-Islami wa-Adillatuh*. Dar al-Fikr.

Ardianto, A. N., Sholehah, R., Arsyad, M., & Lisnawati. (2025). Analisis Penerapan Kaidah Fiqh Muamalah dalam Transaksi Jual Beli Flash Sale pada E-Commerce. *Global Research and Innovation Journal (GREAT)*, 01(02), 353–363. <https://journaledutech.com/index.php/great>

Creswell, J. W. (1998). *Qualitatif Inquiry and Research Design*. Sage Publications, Inc.

Daipon, D., Putri, Y. D., Hendri, H., & Bustamar, B. (2023). Tinjauan Fiqih Muamalah Tentang Penetapan Harga Jual Beli Hasil Pertanian di Pasar Nagari Campago Kecamatan V Koto Kampung Dalam Kabupaten Padang Pariaman. *HAKAM: Jurnal Kajian Hukum Islam dan Hukum Ekonomi Islam*, 7(2). <https://doi.org/10.33650/jhi.v7i2.6855>

Dewan Syariah Nasional-Majelis Ulama Indonesia (DSN-MUI). (2017). Akad Jual

Beli. *Fatwa DSN MUI*. <https://dsnmui.or.id/kategori/fatwa/page/5/>

DSN-MUI. (2024). *Fatwa Dewan Syariah Nasional-Majelis Ulama Indonesia No: 159/DSN-MUI/VII/2024 tentang Jual Beli Al-Mal Al-Musytarak dan Al-Mal Al-Musya*'. 1–10. <https://dsnmui.or.id/kategori/fatwa/>

Fathi, F. A., & Iskandar, I. (2024). Hubungan biaya produksi, harga jual dan etos kerja islam dengan pendapatan petani padi dengan daya produksi sebagai variabel mediasi. *Journal of Economics Research and Policy Studies*, 4(3), 663–678. <https://doi.org/10.53088/jerps.v4i3.1248>

Fitriani, L. (2025). The Law of Buying and Selling Coffee Gayo With Bai' Bitsamani'Ajil System: Study of Fatwa DSN No.110/DSN-MUI/IX/2017. *JURISTA; Jurnal Hukum dan Keadilan*, 9(1), 71–72.

Fuadi, R. (2022). *Analisis Penetapan Harga Jual Beli Padi Dengan Sistem Harga Berjalan Menurut Perpektif Fiqh Muamalah (Studi Kasus di Kecamatan Pesangan Siblah Krung)*. UIN Ar-Raniry.

Hasrullah, H. (2021). Tinjauan Hukum Islam tentang Potongan Timbangan dalam Sistem Jual Beli Gabah (Studi di Desa Lere Jaya Kecamatan Lambandia Kabupaten Kolaka Timur). *Fawaid: Sharia Economic Law Review*, 3(2).

Hendriyadi, A., H. S., & Ja'far, A. K. (2021). Analisis Hukum Islam Terhadap Praktik Jual Beli Akun Ojek Online. *ASAS: Jurnal Hukum Ekonomi Syari'ah*, 13(1), 61–87.

Hidayat, E. (2020). Dampak Garar Terhadap Keabsahan Akad Muamalah Kontemporer. *Jurnal Syarikah : Jurnal Ekonomi Islam*, 6(2), 114–123. <https://doi.org/10.30997/jsei.v6i2.2147>

Jamaluddin, J., Sofyan Nur, & Muhammad Taufan Djafri. (2023). Penetapan Harga dalam Jual Beli Perspektif Fikih Muamalah (Studi Komparasi Mazhab Maliki dan Mazhab Syafii). *AL-KHIYAR: Jurnal Bidang Muamalah dan Ekonomi Islam*, 3(1), 18–40. <https://doi.org/10.36701/al-khiyar.v3i1.940>

Karimullah, S. S. (2025). KONSEP GHARĀR DAN PENGARUHNYA TERHADAP KEADILAN EKONOMI. *ESA*, 7(1), 10–25.

Kusnadi, F. A. (2022). Tinjauan Hukum dan Ekonomi Islam terhadap Jual Beli Hasil Panen Secara Ijon. *Jurnal Riset Ilmu Hukum*, 13–18.

Maripatul Uula, M., & Harahap, D. (2023). Analisis Maqāṣid Syari'ah tentang Praktik Jual Beli Hasil Pertanian: Tawar-menawar, Penetapan Harga, dan Sistem Pembayaran. *Jurnal Hukum Ekonomi Syariah*, 10(1), 27–34.

Matthew B, M., & A Michael, H. (1994). *Qualitative data analysis*. Sage Pub.

Mustaghfiroh, S., & Widiastuti, M. (2022). Penentuan Harga Dalam Jual Beli Jagung Tebasan Perspektif Hukum Ekonomi Syariah. *Mu'amalah : Jurnal Hukum Ekonomi Syariah*, 1(2), 81. <https://doi.org/10.32332/muamalah.v1i2.5112>

Muthia Azzahra, Lara Dwi Alma, Intan Nuraini Azzahra, & Wismanto Wismanto. (2024). Gharar Konsep Memahami dalam Fiqih: Definisi dan Implikasinya dalam Transaksi. *Hikmah : Jurnal Studi Pendidikan Agama Islam*, 1(4), 145–153. <https://doi.org/10.61132/hikmah.v1i4.265>

Nasrul, Sapruddin, & Fadliah Mubakkirah. (2020). Tinjauan Hukum Ekonomi Islam Pada Pola Jual Beli Jagung Kuning (Studi Kasus Desa Malala Kabupaten Toli-Toli). *Tadayun: Jurnal Hukum Ekonomi Syariah*, 1(2), 139–152. <https://doi.org/10.24239/tadayun.v1i2.6>

Ngasifudin, M., & Al-Munawwaroh, T. (2021). Tinjauan Hukum Islam Terhadap Praktek Jual Beli Sistem Hutang Hasil Pertanian. *Al-Intaj : Jurnal Ekonomi dan Perbankan Syariah*, 7(1), 105. <https://doi.org/10.29300/aij.v7i1.3836>

Radjasa, Y., & Djazuli. (2024). Implementasi Prinsip Ekonomi Syariah dalam Pemasaran Produk Pertanian: Pengelolaan Risiko, Penetapan Harga, dan Transaksi Adil. *PESHUM (Jurnal Pemasaran Syariah)*.

Rahbini, H. (2013). Menyoal Konsep Murābahah Dan Bay' Bi Tsaman 'Ajl Dalam Perbankan Islām. *AL-IHKAM: Jurnal Hukum & Pranata Sosial*, 6(1), 107–124. <https://doi.org/10.19105/al-lhkam.v6i1.304>

Rahmawati, S. S., & Jawab, A. R. (2023). Konsep Dasar Gharar. *ULIL ALBAB : Jurnal Ilmiah Multidisiplin*, 2(11), 5450–5455.

Rediko, S. (2022). *Tinjauan Hukum Islam terhadap Sistem Penentuan Harga yang Ditangguhkan dalam Jual Beli Getah Damar (Studi di Desa Penggawa V Ulu Kecamatan Karya Penggawa)*. UIN Raden Intan Lampung.

Rizaludin, R., Susanto, H., & Mubarak, J. (2022). Analisis Kaidah Urf pada Fatwa

DSN-MUI No. 54 tentang Syariah Card. *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah*, 5(4), 1904–1921. <https://doi.org/10.47467/alkharaj.v5i4.1823>

Saenong, M. R. (2024). Analisis Hukum Islam Terhadap Praktek Jual Beli Gabah Hasil Pertanian Pada Pedagang (Studi Kasus di Desa Kulo, Kecamatan Kulo, Kabupaten Sidenreng Rappang). In *Skripsi IAIN Parepare* (Vol. 4, Nomor 1, hal. 9–15).

Siliwangi, S. (2025). Analisis Kritis Terhadap Larangan Gharar Dalam Transaksi Bisnis Modern: Studi Pustaka Berbasis Literatur Fikih Muamalah. *Jurnal Hadratul Madaniyah*, 11(2), 56–62. <https://doi.org/10.33084/jhm.v11i2.9104>

Syahri, S. (2022). *Pengaruh Biaya Produksi, Harga Jual, Dan Akses Permodalan Terhadap Pendapatan Petani Kentang Di Desa Buntul Kecamatan Permata Kabupaten Bener Meriah Menurut Perspektif Ekonomi Islam*. UIN Ar-Raniry.

Widiyawati, H. M., & Zen, M. (2024). Macam-Macam Gharar (Gharar Katsir Dan Khofi) Dan Aplikasinya Di Lembaga Keuangan Syariah: Akad Dalam Transaksi Syariah Dan Aplikasinya Di Bank Syariah. *Maro: Jurnal Ekonomi Syariah dan Bisnis*, 7(2), 294–301.

Zainudin, M., & Djalaluddin, A. (2023). Perubahan Harga Dalam Transaksi Jual Beli Bawang Merah Perspektif Fiqih Jual Beli. *Jurnal Ilmiah Ekonomi Islam*, 9(3), 4011–4017. <https://doi.org/10.29040/jiei.v9i3.10778>