

## LOCAL WISDOM OF BANJAR PEOPLE IN CARRYING OUT SALE AND PURCHASE CONTRACTS ACCORDING TO ISLAMIC ECONOMIC LAW

Muhammad Syarif Hidayatullah<sup>1</sup>, Rahmat Fadillah<sup>2</sup>, Rusdiyah<sup>3</sup>

Universitas Islam Negeri Antasari Banjarmasin<sup>1,2,3</sup>

Email: muhammadsyarif@uin-antasari.ac.id<sup>1</sup>

### **Abstract**

*This paper aims to describe the local wisdom of the sale and purchase contract of the Banjar people according to sharia economic law based on Shafi'iyah fiqh's perspective, which interacts with customs in the local wisdom. The research method was normative legal research with a conceptual approach. The local wisdom of the sale and purchase contract of the Banjar people, which was deeply rooted in society, was the words tukar-jual and barelaan. The words tukar-jual, according to sharia economic law, were categorized as shighat (ijab and qabul) in the contract, and the expression barelaan was an expression of asking for willingness, which represented one of the principles of sharia contract law that must be implemented, namely the principle of 'an taradhin (mutual consent). These words of tukar-jual and barelaan showed the interaction between custom and Shafi'i jurisprudence because, in the Shafi'i school of thought, a strong opinion stated that sales and purchases were considered valid when committing through verbal ijab and qabul; under circumstances when valid sales and purchase could be applied with mutual consent. Furthermore, consent is something that cannot be seen physically. In the Shafi'i school of thought, consent is defined through verbal statements, indicating pleasure's fulfillment from both parties. The expression of barelaan in Banjar people, apart from entering into a contract through tukar-jual, is also a way to express approval.*

**Keywords:** Contract; Banjar People; Local Wisdom; Sale and Purchase

### **A. INTRODUCTION**

In various regions with diverse civilizations and cultures as well as religious and geographical influences that foster certain customs in an area, there is a typical language or expression of each region in financial transaction conversations that are carried out, such as sales and purchases occurring in daily life, similar to the Banjar people behavior. However, the uniqueness of economic discussions, especially in sale and purchase transactions among the Banjar community, differs from other regions because it contains unique local wisdom. It needs to be examined from the perspective of Islamic law as part of applying Islamic teachings, whether in accordance with Islamic law or a conflict.

For instance, one of the expressions often used in the Banjar community's sale and purchase agreements is “Jual seadanya” or “Sell as it should be”, which sellers employ. If translated into Indonesian, this term means that the seller offers an item in its condition without any changes or adjustments. In other words, the

object being sold is handed over in the condition as it was at the time the transaction took place. From a linguistic and psychological perspective, this expression is general and broad. Therefore, a more straightforward interpretation of the phrase's true meaning is needed. In addition, it is vital to understand why the Banjar people always say or recite the phrase in their sale and purchase transactions.

Culture plays a crucial role in a nation and its society.<sup>1</sup> Economic globalization, in the context of current society, simultaneously grows with the development of cultural consumption.<sup>2</sup> The strong influence of Islam in the Banjar region makes the Banjar people in every activity always associated with Islam. Naturally, the Banjar people are identical to Islam.<sup>3</sup> As a Muslim majority, the Banjar people strongly adhere to Islamic teachings in their daily lives, including in economic interactions. It makes their dialogue in the economic context contain a religious dimension, especially in applying Islamic law in sale and purchase transactions. Hence, the author was attracted to examine the habits of the Banjar people in the sale and purchase through the typical expressions, which were essential to study. There was a tendency that local wisdom through the culture of speech in a sale and purchase among the Banjar people had elements of sharia in a religious nuance that required to be explained in more detail and studied from the perspective of sharia economic law, including considering the Banjar community as a religious community and used to respect the scholars. In terms of *fiqh*, local scholars taught the books of *fiqh* of the Shafi'i school. Hence, there was an interaction between the customs of the Banjar community and the Shafi'i school.

## B. METHOD

This research was normative legal research using a conceptual approach. The legal norms used as the basis in this paper were the norms of sharia economic law in the Shafi'i school. The primary legal material was the Book of *Fiqh* of the Shafi'i School, namely *Kifâyah al-Akhyâr* and *Fath al-Mu'in*. Then, the secondary legal material was books and journal articles within the scope of the study of *fiqh muamalah* and the Banjar people. The research object was the expression of *tukar-jual* and *barelaan*, which was closely related to the sale and purchase transactions of the Banjar community. Hence, this paper attempted to analyze the existence and essence of the expressions of *tukar-jual* and *barelaan* in the sale and purchase transactions of the Banjar community, which reflected local wisdom according to Islamic economic law by assessing the interaction between the customs in the sale and purchase of the Banjar people and the Shafi'i school of thought.

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<sup>1</sup> Muhammad Adhitya Hidayat Putra dkk., "Banjarese Cultural Values on the Floating Market as the Foundation of the Religious Character of the Community," dalam *4th Annual Civic Education Conference (ACEC 2022)* (Atlantis Press, 2023), 598, <https://www.atlantispress.com/proceedings/acec-22/125990171>.

<sup>2</sup> Agus Maladi Irianto, "Komodifikasi budaya di era ekonomi global terhadap kearifan lokal: Studi kasus eksistensi industri pariwisata dan kesenian tradisional di Jawa Tengah," *Jurnal Theologia* 27, no. 1 (2016): 215.

<sup>3</sup> E. Hanafiah dan Zulfa Jamalie, "Life Selling and Buying in the Diamond Panning Tradition in Banjar Community," *Utopia y Praxis Latinoamericana* 26, no. 1 (2021): 21.

## C. DISCUSSION

### 1. The Existence and Essence of the Expression ‘*Tukar-Jual*’ in the Implementation of the Sale and Purchase Agreement of the Banjar People

One of the habits of the Banjar community in sale and purchase transactions was the pronunciation of *tukar-jual* between the parties, seller and buyer. Therefore, after the sale and purchase transaction was carried out, the seller, while or after handing over the goods, said “*jual*” or “*juallah*” to which the buyer then responded by saying “*tukar*” while or after handing over the money, and the opposite can also happen with the words of the buyer first by saying “*tukar*” or “*tukarlah*”, which is then answered by the seller with the answer “*jual*”, Such dialogue had become a habit for Banjar people when selling and purchasing, especially in traditional markets. The expression *tukar-jual* has become commonplace in sale and purchase transactions among Banjar people. The expression *tukar-jual* in the Banjar people dialogue had a religiosity dimension relevant to Islamic law’s provisions in economic and financial activities. This habit of saying *tukar-jual*, if viewed from the perspective of sharia economic law, is an application of *shighat al-'aqd*, one of the pillars of the contract.

The terminology *al-'aqd* can be interpreted as an agreement or contract.<sup>4</sup> According to Hanafiyyah, the pillars of a contract are things whose existence depends on something and is part of the essence of something. From this definition, the pillars of contract among Hanafiah are *shighat al-'aqd*, namely *ijab* and *qabul*. Meanwhile, according to this group, *'aqid* and *ma'qud alaih* are not considered harmonious because these two elements are outside the contract’s core.<sup>5</sup> According to them, *'aqid* and *ma'qud alaih* are included in the contract terms.<sup>6</sup> Thus, according to the Hanafiyyah, the pillar of a contract is *ijab qabul*.

Meanwhile, according to several jurists other than Hanafiyyah, the pillars of a contract are things whose existence depends on something and are not part of the essence of something. Based on this definition, the pillars of a contract are *aqidain* (the existence of two parties to the contract), *ma'qud alaih* (object of the contract), and *shighat al-'aqd* (*ijab* and *qabul*). Then, there are several more requirements on these pillars; each contract’s pillar has several requirements attached. There is also another opinion stating that the pillars of a contract consist of *'aqid* (subject of the contract), *ma'qud alaih* (object of the contract), *maudu' al-'aqd* (primary purpose of the contract), and *shighat al-'aqd* (*ijab* and *qabul*).<sup>7</sup>

*Shighat al-'aqd*, as explained by Wahbah az Zuhaili:

صيغة العقد: هي ما صدر من المتعاقدين دالاً على توجه إرادتهما الباطنة لإنشاء العقد وإبرامه.<sup>8</sup>

“*Shighat al-'aqd* is an expression originating from the parties entering into the

<sup>4</sup> Mohammad Rasmi Al-Umari dan Mutasim Ahmad Alqudah, “Contract and Aqd, are they functionally different?,” *International Journal of Law and Management* 66, no. 1 (2024): 11.

<sup>5</sup> Mugni Muhit, Sofyan Al-Hakim UIN, dan Iwan Setiawan, “Flexibility of Al-Ijarah Contract Perspective of Islamic Economic Law,” *al-Afkar, Journal For Islamic Studies* 7, no. 1 (2024): 770.

<sup>6</sup> Rozalinda, *Fikih Ekonomi Syariah* (Jakarta: RajaGrafindo Persada, 2016), 47.

<sup>7</sup> Muhammad Djakfar, *Hukum Bisnis* (Malang: UIN Maliki Press, 2009), h. 151; Nur Wahid, *Multi Akad dalam Lembaga Keuangan Syariah* (Yogyakarta: Deepublish, 2019), 4.

<sup>8</sup> Wahbah az Zuhaili, *al-Fiqh al-Islâmi wa Adillatuh*, vol. 4 (Damaskus: Dâr al-Fikr, t.t.), 94.

contract which shows the direction of the hidden will (in the hearts) of the parties to enter into the contract and carry out (its contents)”.

*Shighat* is a form of expression of the will of a particular party conveyed to another party. There are various forms of the *Shighat* contract. The types of the *Sighat* contracts can be described as follows:

a. *Lisan* (Speech)

The *Shighat* contract described in classical *fiqh* books states that the contract should be in the speech. The scholars agree on the contract's validity, whose *shighat* is in the form of speech.<sup>9</sup>

b. *Kitabah* (Written)

A written contract between two subjects at distant locations is the same as speaking in tongues attended by both. Similar to *ijab* and *qabul* with words, it is also permissible to *ijab* and *qabul* with letters.<sup>10</sup>

On this basis, the formulation of the *fiqh* rule emerged:

الكتاب كالخطاب<sup>11</sup>

“Writing is the same as speech”.

c. *Isyarah* (Gestures)

For people who can speak, gestures are not valid to use. They can use the better one between gestures or writing if they stutter or are mute. It is because of the emergency.<sup>12</sup>

Therefore, the formulation of the *fiqh* rule stated:

الإشارة المعهودة للأخرس كالبيان باللسان<sup>13</sup>

“A well-known gesture from the impaired speech person is similar to explanations with words.

d. *Mu'athah* atau *Ta'athi* (Giving to Each Other)

The *mu'athah* contract is a mutual exchange contract with an act that shows willingness without the words *ijab* and *qabul*. For instance, the buyer takes the goods and hands the money to the cashier without any words of *ijab* and *qabul* between the buyer and the cashier.

Based on the explanation of the various forms of *shighat* contract above, the habits of the Banjar community in the dialogue of the sale and purchase transactions applied with the expression of *tukar-jual* according to its existence and essence are the application of *shighat al-'aqd bi al-lisan*, namely a statement of contract through speech. The expression of *tukar-jual* represents a statement of will and agreement, as the *ijab* and *qabul* of the transaction. If translated into Indonesian, “*tukar*” means buying in the Banjar language. Hence, the phrase “*tukar*” implies the intention to purchase, which is made while paying for the goods purchased, while “*jual*” implies the intention to sell goods by handing over

<sup>9</sup> Hasanuddin dan Jaih Mubarak, *Teori Akad Mu'amalah Maliyyah* (Bandung: Simbiosis Rekatama Media, 2020), 70.

<sup>10</sup> Teungku Muhammad Hasbi Ash-Shiddieqy, *Pengantar Fiqih Muamalah* (Semarang: Pustaka Rizki Putera, 2009), 30.

<sup>11</sup> Abû al Hârits Muhammad Shidqî bin Ahmad al Burnû al Ghuzzî, *Al-Wajîz fî Îdhâh Qawâ'id al-Fiqh al-Kullîyyah* (Beirut: Muassasah ar-Risâlah, 1996), 299.

<sup>12</sup> Rozalinda, *Fikih Ekonomi Syariah*, 56.

<sup>13</sup> Muhammad Musthafâ az Zuhailî, *al-Qawâ'id al-Fiqhiyyah wa Tathbîqâtihâ fî al-Madzâhib al-Arba'ah*, vol. 1 (Damaskus: Dâr al-Fikr, 2006), 342.

the goods sold. A more specific sentence is the same as making a contract with the sentences “*I buy this item*” and “*I sell this item*”. The expression of *tukar-jual* can be called a short version of an oral contract that is indeed widely known and has become a culture of local wisdom among the Banjar community; thus, the objective can be applied and achieved. As contained in Habib Muhammad bin Ahmad bin’ Umar asy-Syathiri’s view in Syarh al-Yaqût an-Nafis, *Shighat* will be valid when words are also considered by the local custom as a sale and purchase; thus, it becomes the expression of *tukar-jual* in the sale and purchase transactions among the Banjar people. This expression is a way of making a contract for the Banjar people that has been deeply rooted as a habit in economic interactions in daily sale and purchase transactions and whose existence is relevant to sharia economic law’s provisions.

The utterance of the sale and purchase contract through the expression of *tukar-jual* has become a hereditary tradition; one of the local wisdom (*local culture-local wisdom*) that is still well preserved among the Banjar community. In addition, the utterance of *sighat al aqd* of sale and purchase can indicate mutual consent in the transaction between the seller and the buyer, which means that it is committed willingly and without coercion between the two parties.<sup>14</sup> As described by Ahmadi Hasan, the Banjar community’s trading customs strongly adhere to the Shafi’iyyah *fiqh*. This Shafi’i school of thought has been crystallized and become a culture deeply rooted in the life of the Banjar community and can be used as a foundation for the lives of the Banjar people. Symbolically, the trading customs of the Banjar people can be seen from their contract interpretation as something significant.<sup>15</sup> However, a sale and purchase transaction can be assumed invalid if there is no statement of contract; in this case, it is interpreted at least by reciting or saying the contract with the expression of *tukar-jual*, which has become local wisdom in the sale and purchase transactions of the Banjar people. It can also be considered as a form of *ihhtiyat* (caution) in transactions for the Banjar community. In the Shafi’i school of thought, a strong opinion emphasizes that the sales and purchase are valid if an *ijab* and *qabul* are carried out verbally, referring to the hadith of the Prophet, which requires that sale and purchase must be mutually agreeable. Consent is a matter of *i’tibari* (invisible). In the Shafi’i school of thought, consent is defined by something used as a benchmark, namely verbally.<sup>16</sup> However, in the Shafi’i school of thought, there is also a *qaul mukhtar*, as conveyed by an-Nawawi, al-Mutawalli, and al-Baghawi, stating that the sale and purchase without *ijab* and *qabul* (*Bai’ mu’athah*) is valid for something *urf* among societies and will be assumed that consent can be realized by giving to each other. Furthermore, Ibn Suraji and Ruyani require it only for trivial items. It can also be returned to appropriateness and customs in the region, which is related to applying

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<sup>14</sup> Ikhwatun Hasanah, Elman Nafidzi, dan Dewi Safitri, “Researching Local Wisdom ‘Ba’i Sighat Al Aqd’ Aqd Murabahah in City of Thousand River’s: Menelisik Kearifan Lokal ‘ Ba’i Sighat Al Aqd’ Akad Murabahah Di Kota Seribu Sungai,” *Tawazuna* 1, no. 1 (2021): 28.

<sup>15</sup> Ahmadi Hasan, “Prospek Pengembangan Ekonomi Syariah Di Masyarakat Banjar Kalimantan Selatan,” *AHKAM: Jurnal Ilmu Syariah* 14, no. 2 (28 Juli 2014): 229, <https://journal.uinjkt.ac.id/index.php/ahkam/article/view/1281>.

<sup>16</sup> Zainuddîn bin ‘Abdul ‘Azîz al-Malîbârî, *Fath al-Mu’in* (Beirut: Dâr Ibn Hazm, t.t.), 317.

the principle, which states: “*Customs can be used as a legal basis*”<sup>17</sup>

A derivative form or development of the *tukar-jual* expression is usually uttered by sellers, namely *Jual seadanya*. There is an additional word ‘*seadanya*’ by the seller. Both parties, namely the seller and the buyer, attempt to show a personal relationship by reaching a price agreement. The estuary of this transactional behavior is a sale and purchase agreement with the Banjar people’s wisdom value, including the word ‘*seadanya*’. In this term, the element of the word “*seadanya*” also encourages both parties to be satisfied in carrying out the practice of sale and purchase because they believe in the satisfaction obtained by the buyer. Then, the seller also considered it as a means of achieving business success.

This expression, *jual seadanya*, also means that the seller has submitted the object of the sale and purchase based on actual conditions and is attempting to avoid *ghisy* (fraud). Fraud is prohibited in a sale and purchase, as the Prophet said: “*Whoever deceives, then he is not one of us*” (HR. Muslim).<sup>18</sup> Therefore, the seller expects that the goods the seller handed over to the buyer do not contain any elements of hiding defects or fraud in the quality or specifications of the object of sale and purchase. Indeed, the seller and buyer hope that the sale and purchase transaction can be implemented as it should be, the goods handed over by the seller to the buyer are based on the request and agreement (quality and quantity), and there is no element of fraud.

## **2. Existence and Essence of the Expression ‘*Barelaan*’ in the Implementation of the Banjar Community’s Sale and Purchase Agreement**

Another form of local wisdom in the economic interaction of the Banjar community is a dialogue between parties that includes the expression of *barelaan* or asking for reluctance. After a transaction is completed, whether a sale and purchase, rent, debt and receivable, or others, the transacting parties commonly say *barelaan* in ending or closing the economic interaction that was previously carried out. *Barelaan* comes from the primary word “*rela*”, which has the same meaning in Indonesian, and an affix is added to become *barelaan*. This expression can be interpreted as an expression of asking for reluctance. In addition to the wording of *barelaan*, other forms are often found, namely *minta rela*.

Indeed, this expression has become the Banjar community’s local wisdom in daily dialogue, including financial transactions. With this expression, the transacting parties hope the transaction is based on each party’s willingness. Neither the seller nor the buyer feels disadvantaged. A polite attitude is represented by applying the expression of *barelaan*. In this context, they hope that the relationship in the economic interaction that is carried out only gives a good impression so they can still transact next time. The expression of *barelaan* usually

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<sup>17</sup> ‘Abdurrahman bin Shâlih al ‘Abdul Lathîf, *al-Qawâ'id wa adh-Dhawâbith al-fiqhiyyah al-Mutadhamminah lit Taysîr*, vol. 1 (Madinah: ‘Imâdah al-Bahts al-Alamî bil Jâmi’ah al-Islâmiyyah, 2003), 297.

<sup>18</sup> Abû al Hasan Muslim bin al Hallaj al Qusyairi an Naisabûri, *Shahîh Muslim*, vol. 1 (Beirut: Dâr Ihyâ' at-Turâts al-'Arabî, t.t.), 99.

occurs not only in economic interaction dialogue but also in the social interaction of the daily life of the Banjar community when community members have finished gathering or doing activities jointly.<sup>19</sup>

The expression of *barelaan* or *minta rela* in the dialogue of the Banjar community in transactions, when viewed through the lens of Islamic economic law, is a reflection of the foundation that builds the sharia contract or sharia agreement law, namely the principle of '*an tarâdhin* (mutual consent/ willing to be willing/ mutually agreeable).

The sales and purchase are invalid if the conditions for the validity of the sale and purchase are not fulfilled, and one of the conditions is the requirement for mutual consent (agreeable) between the two parties. The willingness of both parties to carry out a transaction is an absolute condition for its validity.<sup>20</sup> Every transaction in Islam must be based on the principle of this consent or willingness between both parties. Done with the grace or willingness of each party, without coercion by the other party to encourage the transaction. The principle of *ar-ridha* (principle of consents), as explained by Burhanudin Susanto, regarding the principle that all transactions carried out must be based on the consent of each party.<sup>21</sup> If this principle is not fulfilled in a sale and purchase transaction, even though the object of the transaction is halal, it is not based on the willingness or approval of the contracting parties. However, instead, there is coercion, such as a threat from one party to another party, which is the same as falsely consuming property. As Allah SWT says in QS. an-Nisa/4: 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا  
أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا ٢٩

“O you who have believed, do not take one another’s wealth unjustly but only [in lawful] business by mutual consent. And, do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful.”

One of the arguments for this verse is that sale and purchase transactions must be carried out with mutual consent. However, scholars have different opinions regarding the implementation of this mutual consent behavior. Some scholars, such as Imam al-Shafi’i, believe that the separation of the bodies between the seller and the buyer after the contract is made and be categorized as a form of mutual consent. Other scholars, such as Imam Malik and Imam Abu Hanifah, convey that the perfection of a sale and purchase contract is when verbally agreed upon.<sup>22</sup>

In addition, another argument is the hadith of the Prophet SAW:

إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ<sup>23</sup>

<sup>19</sup> Rissari Yayuk, *Kesantunan Berbahasa pada Masyarakat Banjar* (Banjarbaru: Balai Bahasa Banjarmasin Kementerian Pendidikan dan Kebudayaan, 2012), 80.

<sup>20</sup> Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah* (Jakarta: Kencana, 2012), 104.

<sup>21</sup> Burhanuddin Susanto, *Hukum Kontrak Syariah* (Yogyakarta: BPFE, 2009), 45.

<sup>22</sup> Abdur Rohman, “Menyoal Filosofi ‘An Taradin Pada Akad Jual Beli (Kajian Hukum Ekonomi Syariah Dalam Transaksi Jual Beli),” *Et-Tijarie: Jurnal Hukum Dan Bisnis Syariah* 3, no. 2 (2016): 35, <https://eco-entrepreneur.trunojoyo.ac.id/ettijarie/article/view/3911>.

<sup>23</sup> Abû Abdullah Muhammad Bin Yazîd bin Mâjah al Qazwînî, *Sunan Ibnu Mâjah*, vol. 2 (Kairo: Dâr al-Ihya’ al-Kutub al-‘Arabiyah, t.t.), h. 731; Lihat pula Abû Hâtim Muhammad bin

“Indeed, sales and purchase are valid with mutual consent” (HR. Ibn Majah, authenticated by Ibn Hibban).

Therefore, the hadith emphasized that a transaction must be carried out with mutual consent. The agreement made in a transaction can be considered valid if both the seller and the buyer agree. Several transactions can be categorized as invalid if they do not fulfill the element of consent. The Ulema have determined that the sale and purchase transaction can be valid if it is done with willingness or mutual consent. One form of willingness and consent can be expressed in the agreement or *Sighat* when transacting.<sup>24</sup>

#### D. CONCLUSION

The expressions of *tukar-jual* and *barelaan* are the local wisdom of the Banjar people in the sale and purchase transactions. These two expressions have a sharia dimension closely related to the religiosity of *muamalah* with relevance to the provisions of sharia economic law. The expression of *tukar-jual* shows the realization of *shighat al-‘aqd bi al-lisan* and its derivative forms and developments, namely the expression of *jual seadanya*, becoming an attitude and effort to avoid *ghisy* (fraud) and the hope that the goods will match the request and agreement. Then, the expression of *barelaan* represents the principle of ‘*an tarâdhin* (mutual consent) which must be implemented in a sale and purchase because it affects the validity of the sale and purchase agreement. The expression of *barelaan* reflects the foundation that builds the sharia contract or sharia contract law, namely the principle of ‘*an tarâdhin*. These two expressions show the interaction between custom and Shafi’i *fiqh* because, in the Shafi’i school of thought, the strong opinion (*qaul rajih*) emphasizes that the sales and purchase are valid if the *ijab* and *qabul* are carried out verbally, referring to the hadith of the Prophet which requires that a sale and purchase must be mutually consented to. Consent is an *i’tibari* (unseen) matter, in the Shafi’i school of thought, thus, consent is defined as something verbally used as a benchmark. The expression of *barelaan/minta rela* is also an effort to realize this consent. However, in the Shafi’i school of thought, there is also a *qaul mukhtar*, as in the opinion of an-Nawawi, al-Mutawalli, and al-Baghawi, who state that sales and purchases without *ijab* and *qabul* (*Bai’ mu’athah*) are valid for something *urf* in society and is considered agreed by implementing take-and-give behavior. Ibn Suraji and Ruyani require it only for trivial items.

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Hibbân bin Ahmad bin Hibbân bin Mu’adz bin Ma’bad at Tamîmî, *Shahîh Ibnu Hibbân*, vol. 11 (Beirut: Muassasah ar-Risâlah, 1993), 341.

<sup>24</sup> Raja Ritonga dkk., “Analisis Fiqh Islam Terhadap Transaksi Jual Beli Yang Dilarang,” *Izdihar: Jurnal Ekonomi Syariah* 3, no. 01 (2023): 39.



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