

Risk Liability for Quality of Goods in Distributor-Reseller Transactions of Imported Fruit: A Case Study from the Perspective of *Mabī'* in *Bay' al-Musāwamah* at Saban Rasa Fruit Shop

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Abstract

Commercial practices in Islam require the fulfillment of the principles of justice, clarity regarding the object of the transaction (*mabī'*), and certainty regarding liability for the risk of damage to goods. The reality on the ground reveals a discrepancy with these principles, particularly in the distribution of imported fruit between distributors and resellers at Toko Buah Saban Rasa in Banda Aceh, where there is no clear agreement regarding liability for risk. The prevailing mechanism is a customary weight deduction as compensation for damage, without a clear legal basis or a clear proportion of liability. This situation raises questions regarding the compatibility of such practices with the concept of *mabī'* in the *bay' al-musāwamah* contract. The novelty of this research lies in an integrative analysis of modern distribution practices for perishable commodities from the perspective of *fiqh al-muamalah*. This topic has hitherto been discussed only in conceptual terms. This study employs a qualitative approach that combines empirical legal research with normative analysis. Data were collected through interviews and direct field observations, supported by a review of the relevant literature on *fiqh al-muamalah*. The analysis is descriptive, assessing the alignment of existing practices with the principles of Islamic law. The findings indicate that the mechanism of weight reduction as compensation for damage does not fully reflect the principle of justice in Islam, as it is not based on the clarity of the contract and a definite proportion of liability. From the perspective of *mabī'* in *bay' al-musāwamah*, responsibility for the quality of the goods should remain with the party causing the damage until a valid handover takes place. Current practices reflect custom (*'urf*) rather than ideal normative provisions.

Keywords: *Bay' al-musāwamah*, Imported Fruit, Risk Analysis; and Sale and Purchase

Introduction

Ever-evolving life requires reciprocal relationships among individuals, whether through cooperation or the exchange of interests. In Islam, these relationships are known as muamalah, which encompasses all human socio-economic interactions.¹ The fulfillment of needs is not limited to material aspects such as food, clothing, and shelter, but also encompasses immaterial needs such as knowledge and worship.² This dynamic makes muamalah a crucial sphere in maintaining the overall balance of human life.

In Islam, the pursuit of livelihood is not viewed merely as an economic endeavor, but as part of a moral and spiritual responsibility. The means of acquiring wealth are of primary concern, not merely the result. Practices involving injustice, fraud, or the exploitation of others are not legitimized within Islamic teachings.³ The values of honesty, transparency, and justice form the foundation of every transaction. These principles form an ethical framework that distinguishes Islamic economic activity from purely profit-oriented economic practices.

One of the most common forms of muamalah is buying and selling, or al-bay'. This concept has a broad scope, encompassing the exchange of goods that benefits both parties. There are various forms of sales contracts, one of which is bay' al-musawamah.⁴ This contract is characterized by the seller's absence of any obligation to disclose the cost price of the goods or the profit margin. The price is determined through bargaining until an agreement is reached by mutual consent. This situation reflects Islam's flexibility in allowing room for negotiation, provided it does not violate the principles of justice and honesty.

The matter becomes more complex when the object of the sale suffers damage or defects. Liability for such damage depends on the cause; damage

¹ Sabrina Camila Octavia et al. "Fostering a Culture of Tolerance and Peace: An Islamic Perspective on Economic Relations." *Didaktik: Scientific Journal of the Primary School Teacher Education Programme, STKIP Subang* 10, no. 4 (2024), p. 234. <https://doi.org/10.36989/didaktik.v10i04.5090>

² Sutono. "Guaranteeing Basic Needs from an Islamic Economic Perspective." *Journal of Research Innovation* 1, no. 8 (2020), p. 1647.

³ Ratna Dewi, et al. "Legal Analysis of Unfair Competition in Business Practices in Indonesia; An Islamic Law Perspective." *Al-Muamalat Journal of Sharia Law and Economics* 10, no. 2 (2025), p. 219. <https://doi.org/10.32505/muamalat.v10i2.13227>

⁴ Sofyan Sulaiman. "Deviations from the Murabahah Contract in Islamic Banking in Indonesia." *Iqtishodia: Journal of Islamic Economics* 1, no. 2 (2016), p. 1. <https://doi.org/10.35897/iqtishodia.v1i2.61>

arising from the seller's negligence places the burden of liability on the seller. A different situation arises when the damage is caused by the buyer's negligence, in which case the risk shifts to the buyer. In the context of bay' al-musāwamah, determining liability is not always straightforward due to the lack of transparency regarding the cost price, which could serve as a basis for assessing the value of the loss. This situation opens the door to debate about the practical limits of each party's liability.

Advances in technology and modern distribution systems have also altered societal transaction patterns. Buying and selling activities are no longer limited to direct interaction between producers and consumers; the distribution chain has lengthened with the introduction of distributors and resellers.⁵ These changes bring new consequences, particularly regarding the quality of goods traded. Goods that pass through a lengthy distribution process are more likely to be damaged before reaching the final seller. This situation raises the question of who should bear the risk of such a decline in quality.

Fruit is an interesting example in the context of this study, as it is highly perishable and heavily dependent on handling during distribution. Public demand for fruit, particularly imported fruit, continues to rise in line with changing consumption patterns and growing awareness of the importance of nutrition.⁶ Imported fruit is often perceived as being of higher quality, despite its relatively higher price compared to local fruit. This preference drives high levels of fruit import and distribution activity across various regions, including in Banda Aceh.

The distribution of imported fruit involves various parties, including distributors and resellers. Distributors act as intermediaries between producers and retailers, whilst resellers serve as the final sellers to consumers. This pattern of relationships is clearly evident in the practices at Toko Buah Saban Rasa, located in the Peunayong area. Interactions between distributors and the shop are not always formalized through detailed written agreements. Arrangements are more often based on long-standing customs and mutual trust between the parties.

⁵ Mikael Hang Suryanto. "Operational Systems in Distribution Management." (Jakarta: Grasindo, 2016).

⁶ Novi Andri Yanti, et al. "Activities to Increase Consumer Knowledge About the Health Benefits of Fruit Through the Fiona Fresh Fruit Kramat Jegu Taman Sidoarjo Fruit Shop SME." *Education, Language, and Arts: Journal of Community Service* 4, no. 1 (2025), p. 88. <https://doi.org/10.23960/ela.v4i1.620>

Preliminary observations indicate the absence of any specific formal agreement governing the transaction mechanism between distributors and resellers. Each delivery is instead accompanied by a standard practice: a weight deduction as compensation. A common example is when a lorry carries around 1.6 tonnes of apples, but upon arrival and reweighing by the reseller, the quantity is reduced to approximately 1.55 tonnes. The resulting discrepancy is understood to be due to damage, defects, or shrinkage during distribution.⁷

This deduction pattern is not significantly disputed between the two parties. Distributors tend to accept these conditions as part of the distribution risk, whilst resellers do not make additional claims beyond the established mechanisms. This practice did not occur just once or twice, but has been repeated over a considerable period of time. The fact that the distribution process does not always run smoothly has made this pattern seem like an unwritten standard in imported fruit transactions in that location.

These conditions raise an interesting legal issue worthy of examination. The lack of formal contractual clarity can create legal uncertainty regarding liability for risk. The practice of weight deductions as compensation does not necessarily fully reflect the principle of justice from the perspective of fiqh muamalah. Questions arise regarding the extent of the distributor's liability for the quality of goods delivered to the reseller. The aspect of mabi' in the bay' al-musawamah contract becomes relevant for analysis in determining these liability standards.

Several previous studies have discussed the concept of sale and purchase from an Islamic legal perspective, including studies on the musawamah contract and the principle of liability in transactions.⁸ These studies generally focus on legal and conceptual aspects, without linking them extensively to modern distribution practices involving complex supply chains. Other research highlights risks in buying and selling, especially in the context

⁷ M. Fajri, interview with a staff member at Saban Rasa Fruit Shop, on 3 February 2026.

⁸ Rahmat Ilyas. "Murabahah and Musawamah Financing Contracts." *BISNIS: Journal of Islamic Business and Management* 3, no. 2 (2016), p. 290. <http://dx.doi.org/10.21043/bisnis.v3i2.1496>. Abdul Majid Toyyibi. "Supporting Traders in the Practice of Guarantees (Khiyar) in Bai Al-Musawamah Transactions at the Wadung Asri Waru Traditional Market in Sidoarjo." *Al-Khidmah: Journal of Community Service* 1, no. 2 (2021), p. 115. <https://doi.org/10.35127/alkhidmah.v1i2.4444>. Rabiul Awaliyah Daulay, and Zulfan Efendi Hasibuan. "The Practice of Weighing in the Buying and Selling of Palm Fruit from the Perspective of Fiqh Muamalah." *Jurnal El-Thawalib* 2, no. 2 (2021), p. 1. Borkat Halomoan Siregar, and Fatahuddin Aziz Siregar. "The Sale and Purchase of Rotten Durian Examined from the Perspective of Fiqh Muamalah." *El-Thawalib Journal* 1, no. 2 (2020), p. 1.

of transparent contracts such as *murābahah*. The scope of research on *bay' al-musāwamah* in the distribution of perishable goods remains relatively limited.

This study seeks to fill this gap by focusing on the practice of buying and selling imported fruit. The approach adopted is not merely normative, but also takes into account the empirical realities observed in the field. The primary focus is on allocating risk for product quality between distributors and resellers. The analysis is conducted using the 'mabi' perspective within the 'bay' *al-musāwamah* contract to assess the alignment between current practices and the principles of Islamic law.

This research is expected to enrich the study of *fiqh muamalah*, particularly by clarifying the dynamics of modern transactions that are not fully regulated within the classical framework. The findings of this study are also expected to serve as a reference for business operators in establishing fairer transaction practices that align with Sharia principles. This study simultaneously opens the possibility of reconstructing the concept of liability in buying and selling to be more adaptable to the development of contemporary distribution systems.

Data and Method

This is a qualitative study employing a sociological, empirical approach, analyzed descriptively. This approach focuses on understanding the behavior, interaction patterns, and social practices that emerge in the buying and selling of imported fruit among distributors and resellers in the field. The sociological empirical approach is used to directly examine the realities of the legal relationships and customs that arise in fruit trading activities, thereby providing a comprehensive picture of the dynamics of risk liability in commercial practices. The observation focuses on the buying and selling of imported fruit between distributors and resellers at Toko Buah Saban Rasa, particularly regarding risk liability for the quality of goods. Data was collected through interviews and field observations, and supported by relevant *fiqh muamalah* literature on the concepts of *mabi'* and akad *bay' al-musāwamah*, thereby enabling an analysis that links empirical reality with a normative framework.

Data collection was conducted through interviews and non-participant observation to obtain in-depth, factual information on distribution practices and liability risk. Objectivity is maintained by presenting the data as it is, whilst validity is strengthened through triangulation between interview results and observations. The collected data is then organized and analyzed

descriptively to assess the alignment of practices with the principles of muamalah fiqh within the context of *bay' al-musāwamah*.

Results and Discussion

A. Risk Liability Regarding the Quality of the Object of Sale and Purchase

Damage and defects in imported fruit as the subject of sale and purchase are a fairly common phenomenon in the practice of fruit trading in local markets.⁹ Imported fruit from countries such as the United States, China, and Thailand generally undergoes a lengthy distribution journey before reaching the trader. The shipping process, which involves several stages of transport, makes the fruit's physical condition highly susceptible to change. Fruit that was initially harvested in good condition may be subjected to pressure, impact, or temperature fluctuations during transit. This series of processes affects the quality of the fruit when it is finally marketed to consumers. Fruit traders often find that some imported fruit begins to show signs of deteriorating quality after a few days on display in the shop window.

An interview with a staff member at the Saban Rasa fruit shop provided an insight into the state of the imported fruit trade, which remains quite dominant in the Banda Aceh market. The staff member explained that the majority of the fruit sold in the shop comes from abroad; the most commonly available imported varieties include green apples, red apples, Fuji apples, pears, and grapes. These fruits are usually imported from countries such as China, Thailand, and the United States. The distribution of these imported fruits does not come directly from the country of origin but rather via a major agent in Medan.¹⁰

Deliveries are made using large transport vehicles, so the condition of the fruit arriving at the shop must be checked immediately before it is put on sale. This inspection is carried out to ensure the fruit remains fit for sale to consumers. Some of the fruit is displayed directly on the sales counter, whilst the rest is stored first in the shop's storage room.¹¹

The most commonly sold imported fruit in the shop is apples, particularly green, red, and Fuji apples. Under normal conditions, apple sales can range from 80 to 120 kilograms per day, depending on customer volume and market conditions. The price of imported green apples ranges from

⁹ Nurchayati, and Hikmah. "Distribution of Local and Imported Fruit (A Case Study of Fruit Vendors in the City of Semarang)." *UNTAG Semarang Journal*, vol. 3 no. 1 (2014), p. 17.

¹⁰ M. Fajri, interview with a staff member at Saban Rasa Fruit Shop, on 3 February 2026.

¹¹ Ibid.

Rp50,000 to Rp55,000 per kilogram, whilst red apples are priced between Rp45,000 and Rp50,000 per kilogram. Fuji apples, many of which are imported from China, are sold for around Rp45,000 to Rp55,000 per kilogram. Other imported fruits, such as pears, are usually sold for around Rp30,000 to Rp40,000 per kilogram, whilst imported grapes command higher prices ranging from Rp60,000 to Rp75,000 per kilogram, depending on quality and distributor stock availability.¹²

The process of transporting imported fruit from distributors to points of sale also affects fruit quality. Fruit sold at Saban Rasa fruit shop is generally shipped from a distributor's agent in Medan to Banda Aceh. The considerable distance means the fruit must travel by road for several hours in a refrigerated lorry. This journey causes the fruit to experience jolts and pressure during distribution. Staff at Saban Rasa Fruit Shop explained that certain types of imported fruit, such as green apples, red apples, Fuji apples, and pears, are quite sensitive to impact. Bruising on the fruit is not always immediately visible upon arrival at the shop, but only becomes apparent after the fruit has been stored or displayed for several days.¹³

The trade in imported fruit at Saban Rasa Fruit Shop demonstrates the local market's dependence on fruit supplies from abroad. This is reflected in the dominance of imported fruits such as green apples, red apples, Fuji apples, pears, and grapes sold at Saban Rasa Fruit Shop. Distribution via Medan, a regional distribution hub, indicates that the supply chain for imported fruit has a relatively long structure before reaching consumers. This distribution chain indirectly affects the physical quality of the fruit as it involves repeated processes of transport, storage, and handling.¹⁴ . The author considers that the dominance of imported fruit in the local trade is not only related to consumer preferences for the fruit's appearance and visual quality, but also reflects the existence of an organized distribution system between large distributors and retailers.

Another issue identified from the interview results concerns the vulnerability of imported fruit quality during distribution, specifically the long distance of the shipment from Medan to Banda Aceh, which creates the potential for physical damage to the fruit due to jolting, pressure, and changes in environmental conditions during transit. The author observes that the

¹² Ibid.

¹³ Ibid.

¹⁴ Ira Mulyawanti, and Esty Asriyana Suryana. "Strategies for reducing post-harvest losses of horticultural products." *Agricultural Policy Analysis*, vol. 22 no. 2 (2024), p. 184.

perishable nature of fruit as a commodity makes transport a primary cause of defects in traded fruit.¹⁵

Fruit such as apples and pears that appear visually sound upon arrival at the shop may, in fact, develop bruises that only become visible after several days of storage. This situation indicates that the quality of fruit marketed to consumers is determined not only by its condition upon the trader's receipt, but also by the distribution process that took place beforehand. This analysis shows that in the practice of buying and selling imported fruit, there is potential for discrepancies between the quality of the goods and the conditions expected by consumers, due to distribution factors that the retailer cannot fully control.

To avoid such situations, according to a staff member at Saban Rasa, stock management is crucial in the fruit trade. Traders must estimate the quantity of fruit to be sold each day; excessive stock can increase the risk of fruit damage, whilst insufficient stock can cause the shop to miss sales opportunities. Traders typically adjust order quantities based on market conditions, with these calculations drawn from previous sales experience.¹⁶

Another factor causing damage and defects in the fruit is overloading the truck, which often results in the fruit pressing against one another during transit. The pressure and jolting experienced throughout the journey cause some fruit to suffer bruising or damage to specific parts. Fruit at the bottom of the pile usually bears the heaviest load and is therefore more prone to physical defects. This situation is one of the reasons why fruit arrives at the retailer in a reduced state of quality.¹⁷

Shop staff also explained that the process of unloading the fruit from the transport truck also affects the condition of the fruit received by the traders. Unloading the fruit from the transport vehicle is sometimes done in a hurry, leading to careless handling. Fruit that should be unloaded gently often suffers impacts when being moved to storage; these impacts can cause damage to the fruit's skin or the internal tissue.¹⁸

This description indicates that damage and defects in fruit are caused not only by the fruit's quality at harvest but also by transport and handling during distribution. In the author's view, overloading a lorry can cause the

¹⁵ Kusumiyati, *Horticultural Systems: Post-harvest Design and Sustainable Quality Control*. (Jakarta: Gramedia Pustaka Utama, 2024), p. 34.

¹⁶ M. Fajri, interview with a staff member at Saban Rasa Fruit Shop, on 3 February 2026.

¹⁷ *Ibid.*

¹⁸ *Ibid.*

fruit to press against one another during the journey. This pressure makes the fruit at the bottom of the pile more susceptible to bruising or damage. Vehicle vibrations during the journey can also exacerbate this situation, particularly for fruit with a relatively soft texture. Furthermore, unloading fruit from the truck in a hurry can cause damage to both the skin and the interior of the fruit. This situation highlights that the distribution and handling processes have a significant impact on the quality of the fruit reaching retailers and ultimately sold to consumers.

To minimize the losses incurred, import fruit distributors provide compensation; for instance, a single lorry shipment may carry around 1.6 tonnes of apples. When the fruit arrives at the shop or reseller, the quantity recounted is often around 1.55 tonnes. This weight discrepancy is considered part of the unavoidable fruit damage during the shipping process. Neither the distributor nor the retailer usually takes issue with this discrepancy. This situation is mutually understood as part of the risk involved in the fruit trade, which involves long-distance transport.¹⁹ Such practices have been in place for quite some time and have become customary in the working relationship between distributors and fruit retailers.

Explanations from staff at the Saban Rasa shop also indicate that in the fruit trade, there is not always a written agreement between the reseller and the distributor. The working relationship is usually based on trust and long-standing custom. In every fruit delivery, the possibility of damage during the distribution process is usually factored in; the shop assistant explained that the quantity of fruit received is often slightly less than the quantity recorded at the time of dispatch, and this reduction is regarded as a form of compensation for damage or defects to the fruit that occurred during transit.

The practice between resellers and distributors, as described by the staff at Saban Rasa, can be understood within the framework of Islamic commercial law (*fiqh al-muamalah*), particularly the principle of mutual consent between the parties to a transaction. In Islamic law, a sale and purchase contract is considered valid if the element of mutual consent (*ridha*) between the seller and the buyer is present, as reflected in the principle of *an-tarāḍin minkum* (mutual consent between the parties). Cooperative relationships based on long-standing customs and trust may be recognized as practices in *muamalah*, provided they do not involve fraud, ambiguity, or injustice.²⁰ In this context,

¹⁹ *Ibid.*

²⁰ Pepi Yuspita Harahap, and Rahma Dinda. "Aspects of Muamalah in Islam." *At-Tazakki: Journal of Islamic Education and Humanities Studies*, vol. 9 no. 1 (2025), p. 66.

the weight deduction from the fruit, regarded as compensation for damage incurred during transit, may be understood as an unwritten agreement known and accepted by both parties.

From the perspective of fiqh muamalah, the concept of 'urf (customs prevailing in society) is also recognized as one of the considerations in determining the validity of transactional practices.²¹ Customs that are consistently practiced and accepted by business operators may serve as a basis for consideration, provided they do not conflict with Sharia principles. The practice of weight reduction as compensation for damage during the distribution process can be categorized as 'urf tijari (custom in commercial activities); the existence of such deductions indicates that distributors and resellers are aware of the risk of goods being damaged during transport. Provided that this practice is carried out transparently and does not unilaterally disadvantage either party, it remains tolerable under Islamic commercial law.

From the above discussion, it can be concluded that damage and defects in imported fruit, as the subject of sale and purchase at the Saban Rasa fruit shop, are fundamentally influenced by several interrelated factors within the trade distribution chain. Imported fruit originating from various countries must undergo a lengthy shipping process before reaching traders in Banda Aceh. The distribution process, which involves long-distance transport from Medan to Banda Aceh, leaves the fruit vulnerable to pressure, impact, and changes in environmental conditions during the journey. Overloaded truck cargo also causes the fruit to press against one another, meaning that fruit at the bottom of the pile is more prone to bruising or physical defects. The process of unloading fruit from transport vehicles, which is sometimes carried out in a hurry, further increases the risk of damage to the skin and the interior of the fruit. These factors indicate that the quality of the fruit reaching traders is determined not only by its condition at harvest but also by the distribution process and handling during shipment.

Regarding liability for the quality of imported fruit, field observations show that when the fruit arrives at the shop, resellers usually conduct a direct inspection of the goods' physical condition. The inspection is carried out by visually assessing whether the fruit is still fit for sale. Fruit that still looks fresh is immediately displayed in the sales counter. Fruit with minor defects is

²¹ Nurul Alvi Chindi Fadhilah, and Muhamad Zen. "Al-'Urf in Classical Fiqh and Its Implications for Contemporary Online Transactions." *Al-Zayn: Journal of Social Sciences & Law*, vol. 3 no. 6 (2025), pp. 89-13.

usually still sold, though it is sometimes sold separately from higher-quality fruit. Fruit with significant damage is generally not sold to consumers.

This situation demonstrates that resellers play a crucial role in determining the suitability of fruit for resale. The inspection carried out after the goods are received is actually part of the effort to ensure that the items being bought and sold still provide value to the buyer. Resellers indirectly bear the risk if damage only becomes apparent after the fruit has been displayed in the shop. Fruit that is no longer fit for sale will naturally result in a loss for the shop; such risks are common in the trade of perishable commodities such as fresh fruit.

The relationship between distributors and resellers in the trade of imported fruit is usually not governed by detailed written agreements. Cooperation largely rests on trust and established trading practices. In some cases, the quantity of fruit received by the reseller is adjusted when the goods are reweighed after delivery. This difference in weight or quantity is regarded as a form of compensation for potential damage during distribution; this mechanism has evolved into a practice mutually understood by both parties.

From the perspective of *fiqh al-muamalah*, it provides a framework for understanding how risks regarding the quality of goods should be accounted for. In the concept of *mabi'*, goods with defects can fundamentally affect the value of the transaction.²² The buyer has the right to reconsider the transaction if previously unknown defects are discovered. This principle relates to the right of choice in transactions, known as *Khiyar al-'Aib*; this right protects the buyer so that they are not disadvantaged by goods whose quality does not meet expectations.

When applied to practices between distributors and resellers, reducing the quantity of fruit can be understood as a form of risk adjustment that arises during the distribution process. The distributor indirectly bears part of the damage that occurs before the goods reach the reseller. The reseller then bears the risk of changes in the fruit's quality once the goods are in the shop. This division of responsibility has been established through long-standing transactional practices. This pattern indicates an effort to maintain a balance of interests between the two parties.

This situation demonstrates that accountability for the quality of goods bought and sold is not always realized through formal written rules. Trading practices often develop in line with the experiences of business operators in

²² Syamsul Anwar, *Sharia Contract Law*, (Jakarta: Raja Grafindo Persada, 2007), p. 190.

the field. The cooperative relationship built on trust ensures that distributors and resellers share a common understanding of the potential risks of fruit damage. The concept of *mabi'* in Islamic commercial law helps to explain that as long as the object of the sale is clearly identifiable, has utility, and there is no element of fraud in the transaction, such practices can still be understood as part of the dynamics of trade occurring in everyday life.

Liability for the risk of fruit quality in such practices is indirectly shared between the distributor and the reseller. The distributor bears part of the risk of damage during delivery by adjusting the quantity or weight of the fruit received by the reseller. The reseller then bears the risk arising after the fruit is in the shop, particularly if its quality deteriorates during storage or sale. The perspective of Islamic commercial jurisprudence (*fiqh al-muamalah*) accommodates such conditions through the concept of *Khiyar al-'Aib*, namely the buyer's right to reconsider the transaction if a defect is discovered in the goods. Provided the transaction is conducted openly, based on the mutual consent of both parties, and does not involve deception or manipulation regarding the condition of the goods, such buying and selling practices may still be regarded as valid within the framework of Islamic commercial law.

B. Analysis of *Mabi'* in *Bay' al-Musāwamah* in Relation to Sales at a Fruit Shop Saban Rasa

The practice of buying and selling imported fruit between distributors and resellers at the Saban Rasa fruit shop highlights a particular issue regarding accountability for the quality of the goods being sold. The imported fruit sold in the shop originates from a major distributor based in Medan before being distributed to Banda Aceh. Each fruit delivery is typically made in substantial quantities by transport vehicles; as a result, the quality of the fruit reaching resellers is not always the same as when the distributor dispatched it. Some fruit still appears fresh, whilst others begin to show signs of bruising or deterioration.

Findings indicate that the transaction process between the distributor and the reseller at the Saban Rasa fruit shop operates through a fairly simple mechanism. The distributor sends fruit in accordance with the quantity ordered by the shop. Fruit arriving at the shop is then subjected to a general inspection to ensure it remains in a condition suitable for sale to consumers. This inspection is usually carried out by visually assessing the fruit's physical

condition. Fruit that still looks good is immediately displayed on the sales counter; fruit in less-than-perfect condition is usually set aside by shop staff first. Fruit with minor bruising is still sold, taking into account the extent of the damage; fruit that has suffered significant damage is no longer displayed alongside other fruit. This forms part of the reseller's selection process before the fruit is sold to customers.

The working relationship between distributors and resellers is generally not formalized in a written agreement. This collaborative practice is largely based on trust built over a considerable period of time. Communication between distributors and shop owners is usually conducted directly through ordering goods; the long-standing relationship means both parties already understand the transaction patterns for each fruit delivery, and this mutual understanding forms the basis for continued trading.

The transactional practices between the distributor and the reseller at the Saban Rasa fruit shop can be understood through the concept of 'bay' al-musāwamah', a form of sale that does not require the seller to disclose the cost price of the goods to the buyer.²³ Pricing in this contract is largely based on an agreement between the parties following a negotiation process; the transactional patterns between the distributor in Medan and the reseller demonstrate these characteristics. The distributor sends the fruit according to the order, whilst the reseller receives the goods at a previously agreed price, without knowing the distributor's exact cost from the country of origin. This mechanism demonstrates that the transaction places greater emphasis on the final agreed price than on the clarity of the goods' cost price.

Regarding the fulfillment of the essential elements of a sale, this can also be examined to assess the compliance of such practices under Islamic commercial law (fiqh al-muamalah). The first essential element is the presence of the contracting parties, namely the seller and the buyer.²⁴ In this practice, the distributor acts as the seller, supplying the imported fruit, whilst the reseller, or Saban Rasa fruit shop, acts as the buyer, receiving the goods to

²³ Sabila Nur Ghaisani, and Cucu Susilawati. "Analysis of the Suitability of Sharia Stock Investment on the Indo Premier Securities Application." *Sighat: Journal of Sharia Economic Law*, vol. 4 no. 1 (2025), p. 12.

²⁴ Hasbi Ash-Shiddieqy, *Principles of Fiqh*, (4th ed.; Jakarta: Bulan Bintang, 1970), p. 336.

resell to consumers. The second element relates to the object of the sale and purchase or *Mabi'*,²⁵ namely imported fruit such as apples, pears, and grapes, which have economic value and can be utilized. The object is, in principle, clearly defined in type, capable of being delivered, and its existence is known at the time the transaction takes place. Inspection of the fruit's condition upon arrival at the shop demonstrates an effort to ensure that the object of the sale and purchase remains in a condition suitable for trade.

The next essential element concerns the price and the exchange of consent as the form of the transaction.²⁶ The price of the fruit is usually agreed upon in advance when the distributor and reseller place the order. The direct communication between the two parties demonstrates consent, which forms the basis of the transaction. Although this form of consent is not set out in a written document, it can still be considered valid provided there is mutual willingness on both sides. The long-standing trading tradition between the distributor and the reseller also reinforces the existence of this element of agreement; this situation indicates that the practice of buying and selling imported fruit at the Saban Rasa shop can generally still be understood within the framework of the *bay' al-musāwamah* contract and its pillars in Islamic commercial law.

Regarding the status of fruit as the object of sale and purchase in transactions between distributors and resellers at Saban Rasa fruit shop, this can be examined through the concept of *Mabi'* in Islamic commercial law.²⁷ *Mabi'* refers to the item that is the object of the sale and purchase contract and must meet certain conditions for the transaction to be considered valid.²⁸ The item must be useful, capable of ownership, and deliverable to the buyer. Imported fruits such as apples, pears, and grapes essentially fulfill these elements, as they are commodities with economic value and are generally traded in society. The existence of fruit as a tangible commodity that can be transferred from the distributor to the reseller indicates that, in principle, the object of the sale and purchase meets the basic requirements of a '*mabi'*'.

²⁵ *Ibid.*

²⁶ *Ibid.*

²⁷ Syamsul Anwar, *Sharia Contract Law*, p. 190.

²⁸ Gemala Dewi, *Islamic Contract Law in Indonesia*, 2nd ed., (Jakarta: Kencana, 2006), p. 60.

Issues then arise when considering the fruit's physical condition, which sometimes suffers bruising or other damage during distribution. In practice, as observed at the Saban Rasa fruit shop, fruit sent by the distributor does not always arrive in perfect condition. Some fruit still looks fresh, whilst others show signs of minor defects caused by pressure or impact during transit. This situation raises questions regarding the clarity of the goods' quality at the time of the contract. Islamic commercial jurisprudence fundamentally emphasizes that the condition of the object of sale must be known to avoid introducing uncertainty or *gharar* into the transaction.

Current practice shows that resellers still inspect the fruit's condition upon its arrival at the shop. Fruit that is still fit for sale is displayed and sold to consumers, whilst fruit with significant damage is separated from the rest. This inspection process demonstrates an effort to ensure that the goods being traded remain in a usable condition. This situation is indirectly linked to the concept of the right of choice in a transaction when a defect is found in the goods. In Islamic commercial law, this is known as *Khiyar al-'Aib* (the right of choice due to a defect),²⁹ which is the buyer's right to reconsider the transaction upon discovering a defect in the object of sale.

When viewed from the form of contract used, transactions between distributors and resellers tend to resemble the *bay' al-musawamah* model. In this contract, the seller is not obliged to disclose the cost price of the goods to the buyer. The price is determined by mutual agreement between the two parties after the ordering process is complete. This practice is evident in the relationship between the distributor and the shop, which places greater emphasis on price agreement without detailed discussion of the initial cost of acquiring the fruit from the country of origin. This mechanism is fundamentally permissible under Islamic commercial law, provided there is no element of fraud, and both parties understand the terms of the ongoing transaction.

Based on the above, it can be understood that fruit, as the object of sale and purchase in the trading practices at the Saban Rasa fruit shop, essentially

²⁹ Dewi Sri Indriati. "The Application of *Khiyar* in Sales Transactions." *Al-Syir'ah Scientific Journal*, vol. 2 no. 2 (2016).

still meets the criteria as a *mabi'* in a *bay' al-musawamah* contract. The goods being traded are tangible, can be delivered, and provide clear benefits to the buyer. The issue of defects in some of the fruit is more related to changes in the quality of the goods during distribution. The inspection of goods carried out by the reseller after delivery is one way of ensuring that the goods being traded remain within acceptable limits. This situation indicates that, although there are fluctuations in the quality of the goods, such trading practices can, in principle, still be regarded as valid, provided they are conducted on a mutual basis and do not involve any element of fraud between the parties.

The permissibility of buying and selling imported fruit between distributors and resellers can be reinforced by several arguments drawn from the Qur'an and the Prophet's hadiths concerning the principles of transaction validity in *muamalah*. One verse often cited as a general basis for commercial activities is the word of Allah in Surah Al-Baqarah, verse 275, which reads:

“Those who consume usury cannot stand except as one whom Satan has driven to madness. Such is their condition because they say, ‘Trade is the same as usury,’ whereas Allah has permitted trade and forbidden usury. Those to whom the prohibition from their Lord has come, yet they cease (from taking usury), for them is what they have taken previously (before the prohibition came); and their affair is with Allah. As for those who return (to taking usury), they are the dwellers of the Fire; they will abide therein forever”.

This verse explains the fundamental difference between usury and trade in Islam. The description of those who consume usury, who cannot stand except as if possessed by a devil, is a metaphor illustrating the detrimental impact of usury on human life.³⁰ This metaphor depicts the morally and spiritually corrupted state resulting from greed in the pursuit of profit. This verse also addresses the view held by some who equate usury with trade. The Qur'an rejects this notion by emphasizing that Allah has permitted trade and forbidden usury because the two are based on different principles.

Buying and selling are legitimate economic activities because they involve the exchange of goods that provide benefits and are carried out based

³⁰ Rigel Almayfadri Pangindra et al. “Riba from the Perspective of the Qur'an: An Analysis of the Prohibitive Verses and Their Implications.” *Ibn Abbas*, vol. 7, no. 2 (2024), p. 227.

on mutual agreement between the parties. The profit derived from trade is considered lawful provided it does not involve fraud, ambiguity, or the exploitation of others. Usury is regarded as a harmful practice because it generates additional wealth without a fair exchange. This verse also allows those who have previously engaged in usury to cease doing so upon learning of the prohibition; the warning against those who persist in usury demonstrates that Islam emphasizes the importance of justice in all economic activities. The principle of mutual consent between the parties is also affirmed in the Qur'an through the words of Allah in Surah An-Nisa' Verse 29, which reads: "O you who believe, do not consume one another's wealth unjustly, except through trade conducted by mutual consent among yourselves. And do not kill yourselves; verily, Allah is Most Merciful to you."

This verse indicates that a transaction is valid if it is conducted with mutual agreement and consent between the parties. The relationship between a distributor and a reseller, based on mutual trust and an agreed-upon price, can be understood as a form of transaction that fulfills the element of *antarāḍin minkum*, or mutual consent.³¹ The principles of honesty and transparency in trade are also emphasized in the hadith of the Prophet, as reported by Sahih al-Bukhari and Muslim. The Prophet Muhammad (peace be upon him) said:

"From Ibn 'Umar, may Allah be pleased with him, from the Messenger of Allah, peace and blessings be upon him, who said: 'If two people enter into a transaction of sale and purchase, then each of them has the right of *khiyar*, so long as they have not parted ways and are still together, or one party grants the right of *khiyar* to the other. However, if one party grants the right of option to the other and the sale takes place, then the sale is valid; and if they have parted ways after the sale has taken place, whilst one of them has not withdrawn from the transaction, then the sale is also valid.'" (Narrated by Al-Bukhari and Muslim)

These principles indicate that sales transactions, such as those occurring between a distributor and a reseller, are fundamentally permissible in Islam provided they adhere to several key principles. The transaction is conducted

³¹ Mohammad Jauharul Arifin. "The Validity of Sale and Purchase Contracts Using the Dropshipping System from an Islamic Economic Perspective." *Lisyabab: Journal of Islamic and Social Studies*, vol. 1, no. 2 (2020), p. 279.

on a mutual basis, the goods being traded are clearly identifiable, and there are no elements of fraud or manipulation regarding their condition. These principles serve as important guidelines to ensure that fruit trading remains within the ethical framework of muamalah as taught in the Qur'an and the Sunnah of the Prophet.

Based on the discussion outlined above, the practice of buying and selling imported fruit between distributors and resellers at the Saban Rasa fruit shop operates through a simple mechanism. It largely relies on trust between the two parties. Transactions are conducted under the *bay' al-musāwamah* model, where the price is determined by mutual agreement without the seller being obliged to disclose the cost price of the goods. The essential elements and conditions of the sale and purchase in this practice are fundamentally fulfilled, ranging from the presence of contracting parties and the object of the transaction to the agreed price and the exchange of offer and acceptance, as reflected in the ordering and approval process between the distributor and the reseller. The imported fruit being traded also qualifies as a *Mabi*, as it possesses utility, is deliverable, and its type and existence are clear. The damage to some of the fruit is more related to changes in quality during distribution than to any ambiguity regarding the object of the sale from the outset of the transaction.

Conclusion

In practice, liability for the quality of imported fruit between the distributor and the reseller at Toko Buah Saban Rasa is shared indirectly, whereby the distributor bears the cost of damage during shipment through weight adjustments as compensation, whilst the reseller bears the subsequent risk after the goods are received, particularly regarding quality deterioration during storage and sale. This practice operates based on established agreements and customs. It remains acceptable under Islamic commercial law, provided that the subject of the sale is clear, possesses utility, and the transaction is conducted without any element of fraud.

From the perspective of the subject matter in a *bay' al-musāwamah* contract, the quality of the object of sale remains valid provided the goods can be delivered, and their condition is known to the buyer. Any defects that arise

do not invalidate the contract as long as they are not concealed, and the buyer retains the right of *khiyār al-'aib* as a form of protection. This practice may be regarded as consistent with Islamic commercial law, provided it is conducted honestly and transparently, and based on mutual agreement between the parties.

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