

## **Conditional Receivables in the Sale and Purchase of Marine Products According to the Shafi'i School at the Lampulo Fish Landing Center, Banda Aceh**

**Rofi Bukliansyah Putra**

Ar-Raniry State Islamic University, Banda Aceh  
Email: 190102180@student.ar-raniry.ac.id

**Boihaqi bin Adnan**

Ar-Raniry State Islamic University, Banda Aceh  
Email: boihaqi.adnan@ar-raniry.ac.id

### **Abstract**

The practice of conditional debt between brokers and fishermen at the Lampulo Fish Landing Site is an economic phenomenon arising from fishermen's need for capital; however, its implementation raises legal issues concerning fairness, transparency, and compliance with the principles of Islamic commercial law. The method employed is qualitative research using a normative-empirical approach to examine the relationship between the norms of Islamic commercial law and debt practices at the Lampulo Fish Landing Site. Data collection was conducted through interviews with fishermen and financiers, supported by a normative analysis of the concept of 'qardh' in Islamic commercial law. The data obtained was then analyzed descriptively and analytically by comparing the practices observed at the Lampulo Fish Landing Facility with the provisions of muamalah fiqh in the Shafi'i school. The research findings indicate that, formally, these debt and credit practices fulfill the pillars and conditions of the qardh contract and can therefore be deemed valid. The mechanism of repayment through a deduction from the catch is also permitted in fiqh. However, substantive inconsistencies were found, particularly regarding the lack of clarity in debt recording, the dominance of financiers in price determination, and the weak bargaining position of fishermen. These conditions may contain elements of gharar and undermine the principle of mutual consent (an-taradin), so that the practice is structurally valid but does not yet fully reflect the principle of justice within the Shafi'i School.

**Keywords:** Conditional Debt; Marine Products; Shafi'i School.

### **Introduction**

Economic activities in coastal communities have distinct characteristics compared to other sectors, particularly in the relationship between small-scale entrepreneurs and a distribution system that is not yet fully formalized. Interactions between fishermen, collectors, and traders occur directly and repeatedly in their daily lives. Written records do not accompany many

transactions, yet they continue to operate because they have become customary.<sup>1</sup> This pattern persists because it is considered practical and suited to on-the-ground conditions. The relationships formed are based not only on economic interests but also on trust and a sense of mutual dependence.

Such economic practices develop naturally in response to the needs of coastal communities. The rules in force often do not fully adhere to formal law, but are intertwined with local customs. This situation creates a legal grey area. Issues arise when practices deemed routine are found to harbor potential problems; these issues warrant deeper examination, particularly from the perspective of fiqh muamalah.

Within the concept of fiqh muamalah, the issue of debt and credit practices is fundamentally designed to provide convenience for the parties involved. The principle of mutual assistance is one of the main foundations of such practices, whilst the clarity of the contract is also crucial to prevent future disputes.<sup>2</sup> Debt and credit are not merely viewed as economic transactions, but also as a form of moral responsibility. Ethical values are inherent in every relationship established through a contract.

Provisions in fiqh emphasize the importance of clarity regarding the subject matter, the time of payment, and the agreement between the parties.<sup>3</sup> The prohibition against elements of gharar and riba is an aspect that cannot be overlooked. The application of these principles in practice often faces challenges. The flexible economic conditions of society mean that these rules are not always applied ideally, creating space for discussion about how fiqh responds to evolving practices.

The Shafi'i school of thought exerts significant influence on the religious life of Indonesian society in this regard.<sup>4</sup> Its systematic approach makes it the primary reference for various issues of muamalah. Shafi'i scholars

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<sup>1</sup> Nensyana Shafitri, Armen Zulham, and Umi Muawanah. "Coastal communities and their behaviour towards fisheries business networks: A case study of a border area in Nunukan Regency." *Scientific Bulletin of Marine Social Economics, Fisheries and Marine Sciences* 6, no. 1 (2020): 61–71. <http://dx.doi.org/10.15578/marina.v6i1.8721>

<sup>2</sup> Mulyana Saleh, *Contracts and Agreements in Islamic Economics*. (Banten: Sada Kurnia Pustaka, 2026), p. 12.

<sup>3</sup> Muhammad Izzam Afferro, and Imron Mustofa. "The Dynamics of the Concept of Gharar in Financial Transactions from the Perspective of Classical Fiqh Scholars." *Ma'mal: Journal of the Sharia and Law Laboratory* 5, no. 5 (2024): 477–497. <https://doi.org/10.15642/mal.v5i5.383>

<sup>4</sup> Dwi Dasa Suryantoro. "A Philosophical Study of Imam Shafi'i's Legal Thought: Its Influence on the Formation of the Fiqh School and the Dynamics of Islamic Law." *The Indonesian Journal of Islamic Law and Civil Law* 6.1 (2025): 84–101. <https://doi.org/10.51675/ijil%20and%20cil.v6i1.942>

emphasize the importance of clarity regarding the terms of every contract; the agreement reached must not disadvantage either party. The terms of the contract are a crucial element determining the validity of a transaction.<sup>5</sup>

Discussions of contract conditions often form a key focus in the fiqh of muamalah. Conditions do not merely serve as supplementary elements but can influence the substance of the transaction. Issues arise when agreed conditions lead to inequality; this situation demands a more in-depth examination of practices that develop within society.

The trade in marine products has unique characteristics compared to other commodities. Their perishable nature means transactions must be conducted swiftly. Fishermen's income is also highly dependent on unpredictable natural conditions; this situation often leaves them in need of capital assistance from others. This relationship subsequently develops into a pattern of ongoing debt and credit.

In practice, these debt-credit arrangements are often accompanied by specific conditions. Fishermen receiving loans are usually required to sell their catch to the capital provider. Prices are often predetermined without fair negotiation. This situation provides market certainty but also restricts fishermen's freedom, as their bargaining position weakens in this relationship.

The Lampulo Fish Auction Center (TPI) in Banda Aceh is a major hub for fishing activities. Interactions between fishermen and collectors occur daily and at high intensity. The practice of conditional credit has become an integral part of the system there; many fishermen rely on collectors to meet their operational needs, and this pattern continues and is regarded as the norm.

Agreements made at the Lampulo Fish Auction Center are generally verbal. Formal documentation is rarely found in day-to-day practice. The relationship between collectors and fishermen also reveals a power imbalance; fishermen tend to accept the terms proposed due to a lack of alternatives. From the perspective of fiqh muamalah, conditional debt arrangements constitute a significant point of debate. The validity of conditions that favor one party may be called into question.<sup>6</sup> Scholars of the Shafi'i school hold a firm stance regarding conditions that contradict the purpose of the contract; the

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<sup>5</sup> M. Ihsan Hasanudin, and Fathur Rochim. "The Validity of the Down Payment System in Cattle Sale Contracts from an Islamic Law Perspective." *Jurnal Online Mahasiswa (JOM) Hukum Tata Negara* 2, no. 2 (2024): 87-98.

<sup>6</sup> Makki, Hali, Mustofa Mustofa, and Farah Fergi Mufrida. "An Islamic Legal Review of the Practice of Potato Seed Loans with Sale and Purchase Conditions in Jampit Village, Ijen Sub-district, Bondowoso Regency." *Al-Idarah: Journal of Islamic Management and Business* 5, no. 2 (2024): 100-110. <https://doi.org/10.35316/idarrah.2024.v5i2.100-110>

distinction between valid and invalid conditions forms the basis of analysis, as legal assessment must be conducted with care to avoid error.

Fiqh muamalah positions the debt contract as a social instrument oriented towards the principle of ta'awun; this legal framework emphasizes that any additional benefit required of the borrower has the potential to shift the substance of the contract from tabarru' to a transaction with a commercial nature. From the Shafi'i school's perspective, the validity of a contract is largely determined by the clarity of its terms and the absence of any elements that would disadvantage either party. This discourse demonstrates that the issue of debt and credit extends beyond mere permissibility to encompass the normative boundaries that safeguard fairness in transactions. Existing literature tends to regard the terms of a contract as a crucial factor determining its legal validity.

Previous research has shown that the practice of conditional gold-rice loans is deeply entrenched across various sectors of the economy. Husnul Mubaraq's research reveals the practice of gold-backed loans with an additional rice component, which strongly suggests an additional benefit to the lender, thereby potentially contradicting the principle of qardh.<sup>7</sup> Hafas Furqani's study broadens the context by framing debt as an economic phenomenon that has shifted from a social function to commercialization, while remaining within the concept of ta'awun.<sup>8</sup> Research by Amelia Andriyani and Diana Risma Ulin Nur Khasanah reveals a similar pattern: economic dependence between borrowers and lenders that gives rise to specific conditions in debt practices, particularly in the relationship between farmers and intermediaries. These findings consistently indicate a disparity in bargaining power that impacts contractual freedom. This trend confirms that conditional debt practices are influenced more by economic necessity than by normative legal considerations.<sup>9</sup>

The research gap lies in the absence of studies that specifically integrate the normative analysis of the Shafi'i school with conditional debt practices in

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<sup>7</sup> Husnul Mubaraq, *The Practice of Gold Debt and Credit with the Addition of Rice from a Fiqh Muamalah Perspective*, Undergraduate Thesis at the Faculty of Sharia and Law, UIN Ar-Raniry, 2021, 2-3.

<sup>8</sup> Hafas Furqani, *Debt and Its Implications for the Indonesian Economy*, Undergraduate Thesis at the Faculty of Islamic Economics and Business, UIN Ar-Raniry, 2020, 4-5.

<sup>9</sup> Amelia Andriyani, *An Islamic Legal Review of Conditional Debt Practices*, Undergraduate Thesis at the Faculty of Sharia and Law, UIN Sunan Kalijaga, 2021, pp. 7-8; Diana Risma Ulin Nur Khasanah, *An Islamic Legal Review of Conditional Debt Transactions between Middlemen and Maize Farmers*, Undergraduate Thesis at the Faculty of Sharia and Law, IAIN Tulungagung, 2020, pp. 6-7.

the context of the sale and purchase of marine products, particularly at the Lampulo Fish Landing Site in Banda Aceh. Previous research has largely focused on the agricultural sector and has not addressed the unique characteristics of the fisheries sector, which is highly uncertain. Furthermore, the analysis of the concept of conditions in contracts remains general and has not been elaborated in depth within any specific school of thought. This study fills this gap by making the practice of conditional debt the subject of study, analyzing both normatively and contextually. This approach is expected to help clarify the legal boundaries of a practice that is deeply rooted in society.

### **Data and Method**

The research methodology in this study is structured as a systematic framework to understand the practice of conditional debt in the trade of marine products at the Lampulo Fish Landing Site. The research design is a qualitative study employing a normative-empirical approach that combines an analysis of fiqh muamalah norms with the realities of practice in the fishing community. The study focuses on the interaction between the provisions of Shafi'i fiqh muamalah and the economic behavior of actors in the field. The research not only examines ideal legal texts but also explores how these laws are understood and implemented in social contexts. A qualitative approach is used to capture the evolving meanings behind the transactional practices that occur naturally within coastal communities.

Data collection was conducted through in-depth interviews with fishermen and financiers directly involved in conditional debt practices. The information gathered covered the form of contracts, the terms applied, pricing mechanisms, methods of debt repayment, and the bargaining positions between fishermen and financiers. Direct observation was conducted to document interaction patterns and buying and selling mechanisms at the Lampulo Fish Landing Site (TPI). Data analysis was conducted using qualitative descriptive methods by tracing the relationship between field findings and the provisions of Shafi'i fiqh. The use of primary, secondary, and tertiary legal sources strengthened the analytical process in assessing the alignment between norms and evolving practices.

## Results and Discussion

### A. Conditional Debts and the Foundations of Contracts according to the Shafi'i School

In fiqh muamalah, debt has from the outset been understood as a form of social assistance rooted in the spirit of mutual aid. The qardh contract is not intended to seek profit, but rather to alleviate the burden of those in need.<sup>10</sup> In practice, the relationship between the lender and the borrower often extends beyond purely economic aspects. There is a moral dimension that accompanies it, such as trust, responsibility, and a sense of mutual care. This situation makes debt a rather sensitive matter in Islamic law. Even the slightest deviation in the form of additions or conditions can alter its substance.

The permissibility of the qardh contract in fiqh muamalah is grounded in several verses of the Qur'an and the Prophet's hadiths, which emphasize the value of mutual assistance in social life. The Qur'an uses the term *qardhan hasanan* (a good loan) to describe lending intended to help, not to seek profit.<sup>11</sup> One of the verses frequently cited as a reference is found in Surah Al-Baqarah, verse 245:

“Who is it that will lend to Allah a good loan (by spending his wealth in the way of Allah), so that Allah may multiply the reward for him many times over? And Allah restricts and expands (provision), and to Him you will be returned”.

This verse contains an exhortation for people to channel their wealth through a good loan (*qardhan hasanan*) with the sincere intention of helping others, not for the sake of profit. The expression “lending to Allah” highlights the nobility of such an act, as if every act of assistance given will receive a direct reward from Allah. The promise of multiplication implies that acts of kindness in the form of giving will not be in vain; indeed, they will return in a greater form, whether materially or as blessings in life. The affirmation that Allah restricts and expands provision fosters the awareness that wealth is

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<sup>10</sup> Muhammad H. Holle, and Sardin Wanci. “The masalah mursalah perspective on the implementation of the qardh contract in micro-enterprise financing at the Al-Anshor Peduli Micro-Waqf Bank, Ambon City.” *Al-Qashdu: Journal of Islamic Economics and Finance* 1, no. 2 (2021): 81-95.

<sup>11</sup> Mahmudatus Sa'diyah. *Fiqh of Transactions II: Theory and Practice*. (Surakarta: Unisnu Press, 2019), p. 87.

under His control, so that people need not fear sharing.<sup>12</sup> Another affirmation can also be found in Surah Al-Hadid, verse 11, which mentions a similar concept regarding a good loan to Allah.

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

“Who is it that lends to Allah a good loan, so that Allah may multiply it for him, and he shall have a generous reward?”

The wording of this verse reinforces the understanding that lending is among the deeds encouraged in Islam. This concept positions qardh as an instrument of social solidarity that assists those in need. Within this framework, qardh must not be tainted by elements of exploitation or unilateral gain. The interpretation of these verses subsequently became a crucial foundation in the development of fiqh al-muamalah. Scholars interpret that the permissibility of qardh is absolute, provided it does not deviate from the principle of justice.

كُلُّ قَرْضٍ جَرَّ مَنْفَعَةً فَهُوَ حَرَامٌ

“Any loan that yields a profit is deemed haram”.

This hadith emphasizes that the contract of lending and borrowing (*qardh*) in Islam must remain within the framework of mutual assistance, not as a means of seeking profit. Any form of additional payment, benefit, or profit required of the lender, whether direct or indirect, is regarded as a form of usury that is prohibited. The meaning of ‘profit’ in this hadith is not limited to material additions, but also encompasses non-material benefits that bind and burden the borrower. This prohibition aims to uphold justice and prevent the exploitation of those in need.<sup>13</sup>

The issue arises when a loan is accompanied by specific conditions that benefit one party. In many cases, such conditions are not imposed without reason, but rather as a form of “security” for the lender. Such practices are

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<sup>12</sup> Kahar, Achmad Abubakar, and Rusydi Khalid. “Al-Qardh (Lending and Borrowing) from the Perspective of the Qur’an.” *Jurnal Adz-Dzahab: Journal of Islamic Economics and Business* 7, no. 2 (2022): 199–209.

<sup>13</sup> Marina Zulfa. “The System of Debts and Credits Settled with Agricultural Produce from an Islamic Economic Perspective.” *Syarikat: Journal of Islamic Economics* 5, no. 1 (2022): 87–97.

often found in unequal economic relationships, such as between investors and small business owners. The conditions imposed may take the form of an obligation to sell the proceeds of the business to the lender or the setting of a specific price. On the one hand, this provides a sense of security for the lender; on the other, the borrower's freedom becomes restricted without their realizing it.

The debt arrangements between fishermen and financiers are generally straightforward and based on trust, even though they are not formally documented. Mahdi explained that he borrows funds from the bank to cover the costs of going to sea, such as diesel, ice, and logistics, with the amount varying according to seasonal conditions and the vessel's operational needs. Debt agreements are usually made only verbally, and are subsequently repaid through deductions from the cash handed over to the *toke*.<sup>14</sup> Syukri also describes a similar pattern, though on a larger scale, as he is responsible for the crew's needs. Debts are provided in the form of supply packages and operational costs and are repaid once the catch has been handed over in full to the financier.<sup>15</sup> This situation highlights the fishermen's dependence on the *toke*, whilst also revealing the limited scope for choice in managing their catch.

The terms set by the financier in this debt-credit arrangement tend to be simple in verbal form, yet carry a strong binding force in practice. Mahdi explains that he is obliged to sell the entire catch to the *toke* without the freedom to sell to other parties. The selling price is usually set from the outset and cannot be renegotiated, thus limiting the fishermen's options. Furthermore, he must continue to borrow capital from the same source every time he goes to sea, which indirectly reinforces this dependency. These terms are considered normal as they have been in place for a long time and have become customary among fishermen.<sup>16</sup>

Syukri describes a situation not dissimilar to this, though with a more complex level of dependency. He must ensure the entire catch is delivered to the broker's warehouse, even if market prices elsewhere are higher. The determination of fish quality lies entirely with the financier, so the fisherman has no bargaining power regarding the value of the catch. When the catch is insufficient to settle the debt, the repayment period is automatically extended without a new agreement. He is also not permitted to borrow capital from

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<sup>14</sup> Mahdi, a fisherman, interviewed on 2 February 2026.

<sup>15</sup> Syukri, fisherman, interviewed on 2 February 2026.

<sup>16</sup> Mahdi, Fisherman, interviewed on 2 February 2026.

other parties whilst the debt remains outstanding, which ensures the relationship with a single financier continues indefinitely.<sup>17</sup>

The findings of the interviews indicate that the debt-credit practices in question do not merely function as a financing mechanism, but have evolved into a structurally binding system between fishermen and financiers. The condition requiring the sale of the catch to a single party at a predetermined price indicates a restriction on freedom of contract, thereby weakening the fishermen's bargaining position. The provisions prohibiting borrowing capital from other parties and the automatic extension of debt reveal a continuous relationship of dependency. This pattern indirectly leads to the financier's dominance in determining the course of the transaction, both in price and in the distribution of the catch.

When viewed within the framework of the Shafi'i School, the validity of the contract in such practices cannot be assessed solely by the fulfillment of formal elements such as the presence of parties, an object, and *ijab qabul*. Still, it must also be examined in terms of the substantive conditions inherent within it. The Shafi'i School holds the principle that a *qardh* contract (loan) is fundamentally of a *tabarru'* (mutual assistance) nature, and therefore must not be accompanied by conditions that confer additional benefits upon the lender.<sup>18</sup> A frequently cited principle is that any loan from which a benefit is derived falls within the category of prohibited transactions, as it implicitly approaches the practice of *riba*. In this context, the obligation to sell the catch to the financier at a price determined from the outset may be viewed as a form of indirect benefit obtained by the creditor.

The Shafi'i school does indeed permit combining two contracts, provided they do not invalidate one another (*ta'alluq al-fasid*), such as combining a sale and a purchase contract with another contract.<sup>19</sup> However, when a *qardh* contract is contingent on a sale and purchase transaction that benefits the lender, a serious problem arises regarding the validity of that condition.<sup>20</sup> A condition obliging fishermen to sell their catch only to a single financier at a non-negotiable price could be categorized as a *syarth fasid* (a

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<sup>17</sup> Syukri, fisherman, interviewed on 2 February 2026

<sup>18</sup> Ivana Nurul Zahra, Neneng Nurhasanah, and Intan Nurrachmi. "An Analysis of Muamalah Fiqh on the Validity of Multiple Contracts in the Implementation of Gold Pawnbroking Products." *Bandung Conference Series: Sharia Economic Law* 4, no. 2 (2024).

<sup>19</sup> Harun. "Multi-Contracts in the Context of Fiqh." *Suhuf* 30, no. 2 (2018): 178-193.

<sup>20</sup> Siska Hana Pertiwi, and Iza Hanifuddin. "An Analysis of Qardh in Rahn Financing at Sharia Financial Institutions (A Case Study of Business Loans)." *Niqosiya: Journal of Economics and Business Research* 1, no. 2 (2021): 173-196.

void condition). In the Shafi'i school of jurisprudence, such a condition does not automatically invalidate the qardh contract, but the condition is deemed invalid and must be removed. The loan contract remains in place, but any form of profit arising from such a condition is not legally permissible.<sup>21</sup>

The situation becomes more complex when such a condition gives rise to recurring economic dependence, such as a prohibition on borrowing capital from third parties and automatic extensions of debt. In the view of the Shafi'i School, practices leading to exploitation or restricting the parties' freedom in transacting may conflict with the principles of justice (al-'adl) and mutual consent (an-taradin) in the contract (<sup>22</sup>). Although there is outward consent, economic compulsion may obscure the element of mutual consent, which is a condition for the validity of the contract. This analysis indicates that such practices fall into a problematic area in which the qardh contract itself may remain valid. Still, the conditions attached to it are generally invalid under the Shafi'i school of thought, as they contain elements of unilateral benefit and the potential for injustice.

Based on the results of an interview with the toke, Abi Dani explained that he provides capital to fishermen in the form of cash as well as operational supplies for fishing trips, such as diesel, ice blocks, and provisions for the crew, tailored to the captain's requests and seasonal conditions. The provision of capital occurs before the vessel sets sail and is recorded verbally on trust, without a written agreement. Fishermen have the freedom to draw on the capital as long as the working relationship remains amicable, whilst all such assistance is treated as a debt to be repaid once the catch is sold. In practice, he imposes a key condition: fishermen must sell their entire catch to his warehouse as collateral for the repayment of capital. Fishermen are not permitted to sell to other parties whilst they still have outstanding debts, as this is considered essential to safeguard the capital that has been advanced. This system has been in place for a long time and is understood as a form of mutual commitment. However, in its implementation, it allows adjustments based on the individual circumstances of each fisherman.<sup>23</sup>

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<sup>21</sup> Nur Hafizhatul Khairi, Neni Nuraeni, and Muhammad Fauzan Januri. "The Views of the Fuqaha on the Qardh Contract in Society." *AL-BAY': Journal of Islamic Economic Law* 4, no. 1 (2025).

<sup>22</sup> Zulfahmi, and Nora Maulana. "The Limits of Riba, Gharar, and Maisir (Contemporary Issues in Sharia Business Law)." *Syarah: Journal of Islamic Law and Economics* 11, no. 2 (2022): 134-150.

<sup>23</sup> Abi Dani, shopkeeper, interviewed on 6 February 2026.

It is further explained that the determination of the purchase price of fish from fishermen follows long-standing standards among investors in Lampulo, so it does not entirely depend on auction prices at the TPI. Market price developments remain a consideration, but adjustments are made by taking into account the risks and the capital previously spent on fishing operations. The prices set are generally slightly below the auction market price because the investors feel they have already borne the operational costs from the outset. Fishermen are usually informed of these prices before setting out to sea to avoid misunderstandings upon landing their catch. Price changes remain possible, particularly in line with seasonal conditions and the quality of the fish obtained.<sup>24</sup>

Interviews with the *toke* revealed that price determination does not solely follow open-market mechanisms but is also shaped by long-standing internal agreements amongst the investors. The pricing standards used reflect a relatively stable system of its own, yet at the same time limit the scope for competition that should occur within the auction market. Considerations of risk and capital costs form the basis for setting prices below market rates, meaning investors' profits are effectively anticipated from the outset of the transaction. The provision of price information before the fishermen set sail demonstrates procedural transparency, although the fishermen's bargaining position remains weak as they have no alternative buyers.

This situation demonstrates that the relationship between fishermen and brokers is no longer merely a standard buy-sell transaction, but has formed an integrated economic structure linking the financing and distribution of the catch. The price mechanism controlled by investors reinforces their dominant position in determining the selling price, whilst fishermen tend to be in a subordinate position. Such a pattern can lead to practices that do not fully reflect the principle of fairness in transactions, particularly when the set price does not allow fishermen to obtain the optimal value for their catch.

According to the Shafi'i school of thought, transactions between fishermen and *toke* raise issues that necessitate selling the catch exclusively to the *toke*. In the Shafi'i school, every condition in a contract must be—in line with the contract's purpose—and must not confer unilateral benefit, particularly in a '*qardh*' contract, which is based on mutual assistance. A condition requiring fishermen to sell fish to the lender risks being categorized

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<sup>24</sup> Abi Dani, shopkeeper, interview on 6 February 2026.

as a 'syarth fasid' (void condition), as it contains an element of benefit for the creditor. The fiqh principle states that any loan that yields a benefit is prohibited; thus, such a condition lacks legal validity from the Shafi'i perspective. The qardh contract remains valid, but the binding condition is deemed null and void and must not be enforced.

The setting of the purchase price for the fish by the middleman also needs to be examined within the framework of the sale and purchase contract (bai'). The Shafi'i school permits the setting of a price provided there is clarity (ma'lum) and mutual consent (an-taradin).<sup>25</sup> Setting the price before the fishermen set out can, in principle, be considered valid, as it fulfills the element of certainty. However, when the price is below market value, and the fishermen have no freedom to sell to other parties, the element of mutual consent becomes problematic. The condition of being bound by debt can introduce an element of veiled coercion (ikrah ghair sharih), which, in Islamic jurisprudence, can affect the validity of the contract.

## **B. The Conformity of Conditional Debt Practices at the Lampulo Fish Landing Site with the Provisions of Fiqh Muamalah according to the Shafi'i School**

The conformity of the conditional debt and credit practices at TPI Lampulo with the provisions of muamalah fiqh within the Shafi'i school of thought cannot be assessed in isolation, as there are differences between the contract's formal aspects and the substance of its implementation. From the perspective of the mechanism by which the toke provides capital to fishermen in the form of cash and operational supplies, this can be categorized as a qardh contract, which is fundamentally permissible. The process, which is conducted orally, is also recognized provided there is clarity regarding the parties and the subject of the debt, as well as a mutual understanding regarding repayment.

Regarding the debt deduction mechanism, Mahdi described that debt repayment is carried out directly each time the boat lands. A party trusted by the toke immediately weighs the fish brought in, and the sale value is then calculated and deducted to settle the existing debt. The remainder of the sales proceeds is only given to him as net income. When the catch is insufficient, the

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<sup>25</sup> Retno Dyah Pekerti, and Eliada Herwiyanti. "Online Sales Transactions from the Sharia Perspective of the Shafi'i School." *Journal of Economics, Business, and Accounting* 20, no. 2 (2018).

debt is not fully paid off, and the balance is carried over to the next voyage. He also acknowledged that he rarely knows the exact total amount of the debt due to the lack of accessible official records.<sup>26</sup>

Syukri explained a similar mechanism, whereby the financier calculates each catch to cover all previously incurred operational costs. Information about deductions is usually communicated only verbally, after which the remaining proceeds are shared between him and the crew in accordance with an internal agreement. In times of abundant catches, debts can be settled relatively quickly. The situation changes during unfavorable seasons, as debts can actually increase due to outstanding costs from previous voyages. This system makes debt repayment entirely dependent on the catch, rendering fishermen's income unpredictable.<sup>27</sup>

According to Toke Abi Dani, every time fishermen land their catch, the weighing process is carried out openly in the presence of the skipper or his representative to ensure there is no doubt. The value of the sale is then immediately calculated and deducted by the amount of debt previously incurred. After the deduction, the remaining net proceeds are handed over to the fishermen for sharing with the crew. Information regarding the amount deducted is usually communicated verbally, as it is considered a matter of common understanding in daily practice. Meanwhile, the outstanding debt is recorded by the warehouse. It is also implicitly remembered by the fishermen, as it serves as the primary reference when they return to secure capital for their next voyage.<sup>28</sup>

Abi Dani also explained that the fishermen's bargaining position in this relationship is often limited by their dependence on capital provided before setting sail. There is indeed room for negotiation, but it usually arises only when the fishing season is good, and the fishermen bring in a bountiful catch. Under certain conditions, fishermen may request a price adjustment, particularly if the quality of the fish brought in is exceptionally good. Nevertheless, the final decision remains with the financiers as they feel they bear a greater risk from the outset. The financiers view this system as a balanced relationship, although in practice the dominant position remains with the capital providers.<sup>29</sup>

In line with what Abi Dani stated, Mahdi described his bargaining

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<sup>26</sup> Mahdi, a fisherman, interviewed on 2 February 2026.

<sup>27</sup> Syukri, a fisherman, interviewed on 2 February 2026.

<sup>28</sup> Abi Dani, shopkeeper, interviewed on 6 February 2026.

<sup>29</sup> Abi Dani, shopkeeper, interviewed on 6 February 2026.

position as very weak because he is entirely dependent on capital from the toke, whilst access to other sources of financing is virtually non-existent. He tends to accept the predetermined price without much debate; moreover, the long-standing relationship makes him feel reluctant to refuse or renegotiate the existing terms. This dependence ultimately makes it difficult for him to exit the established system.<sup>30</sup> Syukri feels he is in a slightly stronger position due to his role as captain, but it is still not enough to alter the terms set by the investors. He can only occasionally request leniency or voice objections, particularly when the catch is abundant, although the response from the toke is not always in his favor.<sup>31</sup> This situation demonstrates that dominance remains with the financier, whilst the fisherman largely adapts to maintain continuity in the working relationship.

Based on the results of the interviews above, viewed from the perspective of the Shafi'i School, the mechanism of granting loans and the process of their repayment in this practice are subject to two levels of assessment: formal validity and substantive conformity. From the perspective of capital provision, an oral qardh contract is still considered valid provided it fulfills the essential elements and basic conditions, such as the presence of the parties, clarity regarding the subject of the debt, and the existence of an agreement. The provision of money and fishing supplies also does not conflict with the principles of qardh. A relationship based on trust is still acceptable in fiqh, as long as it does not give rise to an element of gharar detrimental to either party. The mechanism of repayment through a deduction from the catch is also, in principle, permitted as a form of debt settlement.

Compliance begins to pose problems when examining the method of calculation and transparency in debt repayment. The Shafi'i school emphasizes the importance of clarity (*bayān*) in every transaction to avoid future disputes. The practice of communicating the amount of the deduction and the remaining debt solely verbally, without clear and accessible records for the fishermen, can introduce uncertainty. A situation in which fishermen do not know the exact amount of the remaining debt indicates an element of gharar in the contract's execution. This lack of clarity may affect the quality of consent (*an-taradin*), as the agreement is not based on complete information.

Another point to note is the mechanism of direct deductions from the catch, which the financier entirely controls. In the Shafi'i school of thought, debt repayment may indeed be carried out by mutually agreed means,

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<sup>30</sup> Mahdi, Fisherman, interviewed on 2 February 2026.

<sup>31</sup> Syukri, fisherman, interviewed on 2 February 2026

including through the proceeds of business. However, when this mechanism does not allow the debtor to know the precise details of their debt calculation, there is a potential for injustice.<sup>32</sup> This situation becomes even more complex when the debt can carry over to the next voyage, with no certainty about the exact figures. Such practices tend to deviate from the principles of transparency and balance in commercial transactions.

This picture indicates that, formally, the debt agreement and its repayment mechanism can still be deemed valid according to the Shafi'i School. The problem lies in the implementation, which has not fully met the principles of clarity, justice, and openness. This discrepancy does not automatically invalidate the contract but indicates a flaw in the practice that may render certain terms or methods of execution invalid. This analysis classifies the practice as structurally valid but not fully aligned with the ideal values emphasized in the Shafi'i school.

## Conclusion

The practice of conditional debt in the sale and purchase of marine products at the Lampulo Fish Landing Site can formally still be categorised as valid within the framework of the Shafi'i School, as it fulfils the basic elements of the qardh and bai' contracts, such as the presence of the parties, the object, and mutual agreement, even though these are conducted orally. Problems arise regarding the condition obliging fishermen to sell their catch to the financier and the pricing mechanism, which is often unilaterally controlled; this leads to a 'syarth fasid' (void condition) as it confers an advantage on the lender. The repayment mechanism via deductions from the catch, coupled with a lack of transparency, also has the potential to introduce elements of 'gharar' (uncertainty), which affects the quality of consent in the contract. The fishermen's economic dependence weakens their bargaining position. It obscures the principle of an-taradin, so that the relationship formed is no longer purely one of mutual assistance, but develops into a system that tends to be exploitative. These practices as a whole demonstrate a discrepancy between formal validity and substantive conformity with the principles of justice in Shafi'i fiqh of muamalah.

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<sup>32</sup> Farid Budiman. "The Characteristics of the Al-Qardh Financing Contract as a Tabarru' Contract." *Yuridika* 28, no. 3 (2013): 413-418.

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