

THE PRACTICE OF BUYING AND SELLING FOOD THROUGH THE JUANGJEK APPLICATION IN BIREUEN CITY VIEWED FROM AN ISLAMIC ECONOMIC PERSPECTIVE

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ABSTRACT

This study aims to find out how the practice of buying and selling food through the JuangJek Application in Bireuen City is viewed from an Islamic economic perspective. This research uses a descriptive qualitative method where the legal basis used to find out the practice of buying and selling food through the JuangJek Application is based on the istishna contract. The data source used in the primary data. Data collection techniques are carried out using observation, interviews, and documentation techniques where then the data will be analyzed using data collection techniques, data reduction, and data presentation. Based on the data analysis that has been carried out, the results are obtained that the practice of buying and selling food through the JuangJek Application in the istishna contract is appropriate and considered legal. This is because there are three aspects used, namely the payment aspect, the terms of the goods, and the agreement. Where these three aspects have met and are in accordance with the provisions of DSN-MUI Fatwa No. 6 of 2000.

Keywords: *Buying, Selling, Practice, JuangJek, Application, Istishna*

1. INTRODUCTION

Humans are social beings who in life require the existence of other humans who live together in a place where everyone performs actions in relation to other people. This is as explained by Syaikh, et al (2020) where as social beings, humans cannot live alone and need the help of others in meeting their needs in life. Human needs are so diverse that sometimes he is personally unable to fulfill them, and must relate to other people.

This relationship between humans as social beings in Islam is known as muamalah. This is as stated by Basori in Rahayu (2019) where among the forms of muamalah are buying and selling, pawning, transferring debt, leasing, and so on. Meanwhile, according to Yusuf in Rahayu (2019) one of the most frequent areas of muamalah is buying and selling. Buying and selling can be interpreted as exchanging goods for other goods or money for goods or vice versa with certain terms or conditions.

Islam prescribes buying and selling and stipulates that the law is permissible, Islam does not hate buying and selling, in fact Islam considers buying and selling as one of the tools for work, so that the Qur'an gives good qualities to it. This is as explained by Syaikh, et al (2020) where Rasulullah SAW also agreed to some of the buying and selling and prohibited some of the others, Rasulullah SAW and the community both traded what they needed and hindered what had been prohibited.

Buying and selling in language is the masdar of words which mean having and buying, buying and selling is the exchange of goods, this has been practiced by primitive peoples when money has not been used as a tool for exchanging goods, namely with the barter system. According to Mustofa (2016) the notion of syara' buying and selling is the exchange of property for property to own and give ownership or in other words syara' buying and selling is the transfer of ownership with compensation according to the context prescribed by law.

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Based on the results of the initial observations that the authors made on the Juangjek application, the average total service order on the Juangjek application reached 150 orders each day. where the details are as in the following table:

Table 1. Details of Customer Order Types in the JujuJek Application

No	Order Type	Amount	Percentage
1	Fight Bike	30	20%
2	Juang Car	3	2%
3	Juang Send	5	33%
4	Juang Food	87	58%
5	Apothecary Fight	20	14%
6	Juang Box	5	33%
Total Orders Per Day		150	100%

Source: JujuJek Application (2022)

Based on the details of the types of customer orders in the Juangjek application above, it can be seen that Juang Food is the type of order most accessed by customers. Where out of a total of 150 orders made by customers on the Juangjek application, as many as 58% or 87 orders made by customers were ordering food, after that there were 30 orders in the form of Juang Bike, then there were 20 orders in the form of Juang Apotik. From the results above it can be seen that Juang Food is the type of service most frequently used by the public.

The importance of conducting research on a review of Islamic law in the practice of buying and selling food on the Juangjek application is due to find out whether every transaction made on the Juangjek application is in accordance with the law permitted in Islam. This research itself is also based on the existence of several buying and selling practices carried out in several legal online applications as in several existing previous studies. Therefore, to find out more about the practice of buying and selling food on the JuangJek application in Bireuen Regency, the authors want to conduct research on "Practices of buying and selling food through the JuangJek Application in Bireuen City from an Islamic Economic Perspective".

2. LITERATURE REVIEW

2.1.Sharia Economy

The foundation of Islamic economics is based on three fundamental concepts consisting of faith in Allah (tawhid), leadership (khilafah), and justice. Monotheism is the most important and fundamental concept because the first concept is the basis for the implementation of all good activities related to ubudiyah or mahdah worship related to prayer, remembrance, shiam, reciting the Koran and so on, mu'amalah which is included in the economy . Tawhid itself implies that the universe was created by Allah Almighty, the One, who is also the absolute owner of this universe(Rusby, 2017).

Ibrahim, et al (2021)explains that economics is a social science that studies human activities related to the production, distribution, and consumption of goods and services. Meanwhile, Islamic economics in Arabic is termed al-iqtishad al-Islami. Iqtishad (economics) is defined as knowledge of the rules relating to wealth production, distribution, and consumption. Islamic economics is a science that studies human economic behavior whose behavior is regulated based on Islamic religious rules and based on monotheism as summarized in the pillars of faith and the pillars of Islam.

2.2. Buying and selling

Etymologically, buying and selling is defined as the consensual exchange of property or the transfer of ownership by way of replacement according to permissible forms. Meanwhile, in terminology, buying and selling is the exchange of assets with (other) assets to make each other's

property. Exchanging or transferring ownership with replacement has the same intention that the activity of transferring rights and ownership takes place reciprocally on the basis of mutual will and desire and this reciprocal transaction takes place in a predetermined manner, namely on a consensual basis (Syarifudin in Pradani, 2019).

According to Muslich (2010) Sale and purchase is a mu'awadhah contract, namely a contract carried out by two or more parties, in which the first party delivers goods and the second party delivers compensation in the form of money or goods. Syafi'iah and Hanabilah argued that the object of buying and selling is not only goods (objects), but also benefits on condition that the exchange is valid forever and not temporarily. Meanwhile, according to Subekti and Tjirosudibio (2009) explains that buying and selling is an agreement in which one party binds himself to surrender an object, and the other party to pay the price that has been promised. So buying and selling is the binding of a buyer to the seller or vice versa by both providing an agreement that has been agreed upon.

2.3. Istishna

Istishna Etymologically, it is asking or making something, namely asking a maker to do something. Meanwhile, in terminology, *istishna* is a transaction of merchandise in the dependents required to work on it. The object of the transaction is the goods that must be done and the work of making these goods (Pranata, 2013). Meanwhile, according to Djuwaini (2008) explains that according to some scholars from the Hanafi School, where *istishna* is a contract for something that is insured on the condition of doing it. So if someone says to another person who has expertise in making something, make something for me for a certain amount of dirhams and that person accepts it, then the *istishna* contract has taken place in the view of this school.

The MUI Fatwa in DSN MUI Number: 06/DSN-MUI/IV/2000 Concerning the Sale and Purchase of *Istishna* explains that the community's need to obtain something often requires another party to make it and such things can be done through buying and selling *istishna*, namely buying and selling contracts in the form of orders manufacture of certain goods with certain criteria and requirements agreed upon between the buyer (buyer, *mustashni'*) and the seller (manufacturer, *shani'*). *Istishna'* transactions are currently being practiced by Islamic financial institutions, and in order for these practices to comply with Islamic law, DSN deems it necessary to stipulate a fatwa on *istishna'* to serve as a guideline.

3. RESEARCH METHOD

This research was conducted in the City of Bireuen, where the data analysis method used was qualitative statistical data analysis with the type of data in the form of information, both oral and written, which are not numbers in nature. According to Sugiyono (2016) descriptive research is fact-finding with the right interpretation with the aim of obtaining systematic, factual, and accurate descriptions, descriptions, or drawings regarding the facts, characteristics, and relationships between the phenomena investigated. Then the informants used were 13 people consisting of JuangJek Application managers, drivers, sellers, and buyers or users of the JuangJek Application. Data collection techniques used consisted of observations, interviews and documentation. As well as the data analysis technique used consists of data reduction,

4. RESULTS AND DISCUSSION

4.1. Short Profile of the JujuJek Application

JuangJek is an application that is useful for meeting all the needs of the community, especially in Bireuen Regency both for community mobilization matters and for ordering various kinds of food sold by the people in Bireuen Regency. The JuangJek application was made on November 1 2019, where the JuangJek application itself was founded by 5 young people from Bireuen Regency who wanted to make changes in providing the best service to the people in

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Bireuen Regency through a digital-based application that can be used to meet various community needs such as provides online motorcycle taxis and can order food directly through the application.

4.2. Review of the Practice of Buying and Selling Food Through the JuangJek Application Payment Aspect

The first aspect in the istishna contract itself is the problem of payment. According to DSN-MUI Fatwa No. 6 which explains that what is related to the payment aspect in the istishna contract itself consists of payment instruments, the amount and form must be known, whether in the form of money, goods, or benefits. The author conducted an interview with Mr. Chairil Maulana as the Chief Executive Officer (CEO) of the JuangJek application, where he said that:

"I myself have studied and understood a little about the issue of buying and selling istishna contracts. In the JuangJek Application itself there are 2 methods used, where the first is the COD system and the second uses a balance like Gopay. If the payment itself is made when the food reaches the new buyer, after that the customer pays for it using the COD system, but there are also customers who pay directly using a balance such as Gopay or something similar, only after that the food is sent, but more generally That payment is made when the ordered food reaches the buyer. (Interview, November 14, 2022).

4.3.Aspects of Goods Provisions

The second aspect of the law of buying and selling using an istishna contract is the provision of goods. According to DSN-MUI No. 6 states that the provisions on the goods themselves consist of several categories consisting of characteristics that must be clear and can be recognized as debt, then the specifications must be explained, delivery is carried out later, time and place for delivery of goods must be determined based on an agreement, the buyer may not sell goods before receive it, may not exchange goods except for similar goods according to the agreement, and in the event that there is a defect or the goods are not in accordance with the agreement made, the customer has the right of *khiyar* (the right to vote) to continue or cancel the agreement that has been made.

4.4. Aspects of the Agreement

The final aspect of the istishna contract itself is the aspect of the agreement made between the seller and the buyer. In DSN-MUI No. 6 explains that the aspect of the agreement consists of certain categories, namely in the event that the order has been carried out in accordance with the agreement and is legally binding, and if one party does not fulfill its obligations or if there is a dispute between the two parties, the settlement will be carried out through the Sharia Arbitration Board after not an agreement was reached through deliberation.

To find out how the implementation of buying and selling food through the JuangJek Application in Bireuen Regency is viewed from the aspect of the agreement in buying and selling transactions, the author conducted an interview with Mr. Chairil Maulana as the Chief Executive Officer (CEO) of the JuangJek Application, where he said that:

"For the agreement itself, it still exists, for example all prices listed on the application include the cost or price of the food ordered and the price of the food delivery fee, everything is clearly displayed there so there are no problems when paying. If there is a dispute between the seller and the buyer, we will still go down to the field to solve the problem, if it is a mistake from the customer's point of view, then the customer must be responsible, if an error occurs due to the driver, then the driver must be responsible, and if the error occurs from the application, then we will be directly responsible. This has become the terms of the agreement with all parties. (Interview, November 14, 2022)

Based on the results of the interview with Mr. Chairil Maulana above, it can be concluded that the JuangJek Application has determined all agreements such as food prices which include costs for the cost of sending the food itself and the basic price of the food itself. Then if there is a dispute between buyers, sellers and drivers, the JuangJek application manager himself will come

down to solve the problem. So that all problems or misunderstandings that occur can be resolved properly between sellers, buyers and the drivers themselves.

4.5.Aspects of Payment

Based on the results of the research that the authors have done about the practice of buying and selling food through the JuangJek Application in Bireuen City in an Islamic economic perspective based on the Istishna buying and selling law in terms of the payment aspect, where the authors obtain the result that the JuangJek Application provides two types of payment methods, namely making payments in cash or Cash On Delivery (COD) where buyers can pay for food that has been ordered when the food reaches the buyer and by using the payment method using the existing balance on the JuangJek Application. This is as explained in the DSN-MUI Fatwa No.

Table 2. Terms of Sale and Purchase of Istishna Contracts Regarding Payment

No	Provision	Information	JuangJek
1	Means of payment must be known in amount and form, whether in the form of money, goods, or benefits	Fulfilled	Legitimate
2	Payment is made according to the agreement	Fulfilled	Legitimate
3	Payment may not be in the form of debt relief	Fulfilled	Legitimate

Source: DSN-MUI Fatwa No. 6 of 2000

Based on the terms of sale and purchase using the Istishna contract related to payment in the table above it shows that in the payment aspect related to buying and selling food through the JuangJek Application it has fulfilled the three provisions in the DSN-MUI Fatwa No. 6 of 2000. So that overall the practice of buying and selling food through the JuangJek Application in Bireuen City from an Islamic economic perspective is legal.

4.6.Aspects of Goods Provisions

Based on the results of the research that the author has done about the practice of buying and selling food through the JuangJek Application in Bireuen City in an Islamic economic perspective based on the Istishna buying and selling law in terms of the aspect of the provision of goods, the result is that every food sold through the JuangJek Application includes various specifications such as details the type of food, the size of the food, the ingredients for making food, and the price of the food in full to avoid order errors made by buyers. Then if the food ordered is different from the food received by the buyer, the buyer can exchange the food for the food that has been ordered through the JuangJek Application. However,

Therefore, from the results of the research that the author has done about the practice of buying and selling food through the JuangJek Application in an Islamic economic perspective, the result is that the practice of buying and selling food through the JuangJek Application in Bireuen City is legal in Istihna contract law. This is as explained in the DSN-MUI Fatwa No. 6 which states that to be allowed to buy and sell an item through an Istishna contract with provisions related to the provision of goods that must meet several criteria as in the following table:

Table 3. Terms of Sale and Purchase of Istishna Contracts Regarding Goods Provisions

No	Provision	Information	JuangJek
1	The characteristics must be clear and can be recognized as debt.	Fulfilled	Legitimate
2	The specifications must be explained.	Fulfilled	Legitimate
3	Submission was made later.	Fulfilled	Legitimate
4	The buyer may not sell the goods before receiving them.	Fulfilled	Legitimate

Source: DSN-MUI Fatwa No. 6 of 2000

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Based on the terms of sale and purchase using the Istishna contract regarding the provisions of goods in the table above, it shows that in terms of the terms of goods related to the sale and purchase of food through the JuangJek Application, it has fulfilled all four provisions in the DSN-MUI Fatwa No. 6 of 2000. So that overall the practice of buying and selling food through the JuangJek Application in Bireuen City from an Islamic economic perspective is legal.

4.7. Aspects of the Agreement

Based on the results of the research that the author has done about the practice of buying and selling food through the JuangJek Application in Bireuen City in an Islamic economic perspective based on the Istishna sale and purchase law in terms of the aspect of the agreement, the results obtained are that in carrying out the practice of buying and selling food through the JuangJek Application itself an agreement has occurred when the buyer orders food, where when the buyer chooses which food to order, the buyer will be shown a display in the form of the price of the meal and the price of the delivery fee that must be paid by the buyer. If the buyer agrees, then this already shows that the buyer has agreed to buy or order the food at the price listed on the JuangJek Application.

Therefore, from the results of the research that the author has done about the practice of buying and selling food through the JuangJek Application in an Islamic economic perspective, the result is that the practice of buying and selling food through the JuangJek Application in Bireuen City is legal in Istihna contract law. This is as explained in the DSN-MUI Fatwa No. 6 which states that to be allowed to buy and sell an item through an Istishna contract with provisions related to the matter of agreement that must meet several criteria as in the following table:

Table 4. Terms of Sale and Purchase of Istishna Contracts Related to Agreements

No	Provision	Information	JuangJek
1	Time and place of delivery of goods must be determined by agreement.	Fulfilled	Legitimate
2	Not allowed to exchange goods except for similar goods in accordance with the agreement.	Fulfilled	Legitimate
3	In the event that there is a defect or the goods are not in accordance with the agreement, the customer has the right to choose (khiyar) to continue or cancel the contract.	Fulfilled	Legitimate
4	If one party does not fulfill its obligations or if there is a dispute between the two parties, then the settlement is carried out by deliberation or through the Sharia Arbitration Board.	Fulfilled	Legitimate

Source: DSN-MUI Fatwa No. 6 of 2000

From the provisions of buying and selling using the Istishna contract related to the agreement in the table above, it shows that in terms of goods provisions related to buying and selling food through the JuangJek Application, it has fulfilled all four provisions in the DSN-MUI Fatwa No. 6 of 2000. So that overall the practice of buying and selling food through the JuangJek Application in Bireuen City from an Islamic economic perspective is legal.

5. CONCLUSION

Based on the results of the research that has been carried out, the results show that in carrying out the practice of buying and selling food, the JuangJek Application has several special teams such as a team of developers, marketing, graphic design, and customer service admins. The practice of buying and selling food through the JuangJek Application in Bireuen City, which is seen from the istishna contract, is appropriate because it complies with DSN-MUI Fatwa No. 6 which consists of aspects of payment, terms of goods, and aspects of the agreement. Where in the aspect of self-payment it is clear that the amount of the price to be paid is clear, the payment is made in accordance with the agreement, and the payment is not made in the form of debt relief. Then from the aspect of the provisions of the goods it is also appropriate because it fulfills several conditions such as the food being sold is clear and can be recognized as debt, includes details or specifications of the food being sold, delivery of food is carried out later, and buyers cannot sell food that has been ordered before receiving food the. Then from the aspect of the agreement it is also appropriate because it fulfills several conditions such as the time and place for food delivery based on an agreement, cannot exchange food for a different type of food when ordered, then buyers also have khiyar rights (right to vote) if food is received with what was ordered did not match. and buyers cannot sell food that has been ordered before receiving the food. Then from the aspect of the agreement it is also appropriate because it fulfills several conditions such as the time and place for food delivery based on an agreement, cannot exchange food for a different type of food when ordered, then buyers also have khiyar rights (right to vote) if food is received with what was ordered did not match. and buyers cannot sell food that has been ordered before receiving the food. Then from the aspect of the agreement it is also appropriate because it fulfills several conditions such as the time and place for food delivery based on an agreement, cannot exchange food for a different type of food when ordered, then buyers also have khiyar rights (right to vote) if food is received with what was ordered did not match.

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