

Economic Behavior of Muslim Farmers' Trade Madzhab Shafi'i in the Perspective of Legal Sociology

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Abstract:

This study examines the practice of crop trading among Muslim farmers in Cikondang Village, Cianjur, through the lens of Imam Shafi'i's jurisprudence. Using qualitative methods, sociological observation, interviews, and content analysis, it finds that farmers' knowledge of Shafi'i legal rulings is limited, but their trading practices generally align with Shafi'i views, including those found in *Fath al-Qarib*. The study concludes that crop-sale traditions among these farmers function as customary social norms consistent with Islamic law.

Keywords: agricultural product trade; economic behavior; farmers; Shafi'i School.

INTRODUCTION

Cikondang Village, to the west, is bordered by Sukaluyu District, to the north is bordered by Jatisari Village, to the east is bordered by West Bandung Regency, and to the south is bordered by Sukajaya Village. The majority of the population is Muslim and has a Shafi'i madhhab with indications of distinctive involvement such as followers of the religious organization Nahdatul Ulama. The center of Islamic activities in Cikondang Village has 11 mosques, namely the Jami' Citalahab Mosque, Jami' Sindangjaya Mosque, Jami' Curug Opat Mosque, Jami' Pasir Ucing Mosque, Jami' Rawa Salak Mosque, Jami' Cikondang Mosque, Jami' Cicadas Mosque, Jami' Maleber Mosque, and Jami' Pasir Rais Mosque, Nangkorek. Meanwhile, the center of Islamic activities in Cikondang Village is accommodated by the Addawiyah Muslim Foundation which is cared for by KH. Kosim, KH. Badruddin, and KH. Saefuddin. The recitation activities attended by the people of Cikondang Village are carried out once a week on Wednesday night, Thursday night, Sunday afternoon, and Saturday at all mosques in Cikondang Village, Bojong Pikung District, Cianjur Regency. According to KH, the recitation materials are quite diverse. Saefuddin said that the main material in recitation is worship material, while social affairs material such as buying and selling, Islamic inheritance, and modern economics is rarely or even rarely discussed in recitation.

According to KH. Badruddin, who had lived in Saudi Arabia for four years studying while working as a migrant worker, all the implementation of worship for the people of Cikondang Village was madhab Shafi'i with the faith of Ahlu Sunnah wa al-Jama'ah. The affiliation of religious life follows the spiritual pattern of Nahdatul Ulama and the implementation of the commemoration of Islamic holidays. In Cikondang Village, there is no Muhammadiyah, Islamic Union, Muslim Ummah Association, and others, as a whole Nahdatul Ulama both structurally and culturally. The majority of the farming community in Cikondang Village can be classified as religiously obedient students. Every year, three times harvest rice which is the main livelihood of the local community. However, there are several ways to sell the rice harvest. According to the cultivators, including Mr. Adep, the transaction of buying and selling rice crops is carried out in the following ways:

1. Buying and selling of the estimation system, which is purchased before the rice is harvested, approximately two weeks before harvest has been paid by the buyer (wholesaler) by being paid with a penny;
2. Buying and selling wholesale systems after harvest at prices determined by middlemen; and
3. Buying and selling system is not binding, sold after harvest to buyers as farmers want as owners or sellers.

The three ways of buying and selling rice crops are recognized by farmers in Cikondang Village and have become a tradition so that there has never been a dispute between sellers and buyers. However, for Muslim farmers whose religious life activities are Shafi'i and closely related to the culture of Nahdiyyin, no one knows and understands the legal position of the three ways of buying and selling, they are guided normatively by the customs that have been carried out for a long time. In fact, if studied literally on the opinion of Imam Shafi'i, buying and selling must meet the principles and conditions according to the fiqh of Shafi'iyah. For example, regarding the trade of crops with the estimation system, the buying and selling of the estimation system is haram because the goods being traded are not cleared and contain elements of speculation such as gambling. Thus, sociologically, the recognition of the Muslim community in Cikondang Village, Bojong Picung District, Cianjur Regency that their religion is madzhab Shafi'i does not necessarily mean that they fully understand the opinions of Shafi'iyah and implement them in their daily lives which then become traditions and cultural symbols of the community, especially in their social and economic life.

The reality found in the Muslim farming community in Cikondang Village shows that the implementation of religious norms based on the madhhab they adhere to does not always apply uniformly to all aspects of their daily life. In matters of worship and formal religious practices, there is generally a strong adherence to the teachings of the Shafi'i school, indicating a close relationship between religious belief and practice in those areas. However, in the context of social and economic activities, particularly in trade and buying and selling practices, the connection between fiqh madhhab principles and daily behavior appears to be less consistent. In economic transactions, such as the traditional buying and selling of agricultural products, many practices are influenced more by local customs and practical needs than by strict adherence to Islamic legal theory. This situation suggests that religious understanding in the community is not always fully integrated into socio-economic behavior. As a result, there is a gap between normative religious teachings and real-life implementation in trade activities. Therefore, the theory of integration between adherence to fiqh madhhab principles and everyday religious life still requires further empirical testing. It needs continuous verification through field research to determine its validity in real social contexts. Such studies may produce new scientific insights, especially in understanding how religious doctrine interacts with local culture and economic behavior in rural Muslim societies (Ash-Shiedieqie, 1998).

Research related to the relationship between people's religious behavior and the madhab fiqh that he adheres to is quite diverse, including research by Vani Utami, Iwan, and Muhadditsir Rifai related to the implementation of prayer services among the Karangsari Muslim Youth Association of the Baitul Muttaqin mosque in Cirebon Regency who are madhab Shafi'i. Examining the suitability of the harmony and legal conditions of prayer according to Imam Shafi'i with the practice of prayer for the youth bond of the Baitul Muttaqin mosque, the results of which show a lot of compatibility with the Shafi'i madhhab. Nanang Abdullah regarding the root cause of differences of opinion between madzhabs, namely the difference in ijtihaad carried out by the imam of the fourth madzhab so that the implementation of religion in Islamic teachings is different. The conclusion of this study states that the methodological factors and approaches of madhhab imams are different so the conclusions are also different. While the different madhab practices are embraced by the Muslim community and implemented into the practice of worship, the results are different. Just as the four madhhabs are followed by Muslim communities with different regions and different approaches to ijtihaad, automatically the implementation of Islamic teachings is also different even though the sources of Islamic law are the same, namely the Quran and al-Sunnah. The research of Anny Nailatur Rohmah and Ashif Az Zafi, regarding the history and existence of the Shafi'i School which is embraced by the majority of Muslims in Indonesia. The thought of madhab Shafi'i is very

rooted because it is socialized through educational institutions, religious institutions, and all religious activities in society. Therefore, the Indonesian people adhere to madhhab Shafi'i and its fiqh uses *fiqh shafi'iyah*.

Muhammad Adil and Muhamad Harun's research on the dissemination of Shafi'i fiqh in the Palembang Sultanate highlights the significant role of the royal palace in supporting the spread of Islamic teachings based on the Shafi'i school of thought. The Sultanate provided scholars with opportunities and flexibility to teach and develop Shafi'i jurisprudence throughout society. In this context, the Shafi'i madhhab became an important source of legitimacy in various aspects of life, including politics, economics, social affairs, governance, community relations, and security. The study explains that social and legal issues arising within the community were generally resolved according to the principles and teachings of the Shafi'i school. This demonstrates the strong influence of Shafi'i jurisprudence in shaping the administrative and cultural system of the Palembang Sultanate (Adil & Harun, 2020).

The integration of Islamic law into public life played an important role in strengthening the authority of the Palembang Sultanate and reinforcing religious values within society. By adopting and implementing Shafi'i jurisprudence as the foundation of governance, the Sultanate was able to establish a legal and moral system that guided political, economic, and social life. This integration also helped create social stability, as community life was regulated by shared religious principles that were widely accepted by the population. One of the most influential scholars in the history of Palembang was Abdul Samad al-Palimbani. He made a significant contribution to the development and dissemination of Shafi'i fiqh in the Malay world through his scholarly work. His most notable contribution is the book *Sair al-Sālikin*, which is a Jawi Malay translation and adaptation of *Ihyā' 'Ulūm al-Dīn* written by Imam al-Ghazali. Imam al-Ghazali is one of the most respected scholars in Islamic tradition and is strongly associated with the Shafi'i school of thought. Through *Sair al-Sālikin*, complex Islamic teachings became more accessible to the Malay Muslim community, especially those who were not fluent in Arabic. This work played a crucial role in spreading ethical, spiritual, and legal aspects of Islam across the region. As a result, Shafi'i teachings became deeply rooted in the cultural and intellectual life of the Malay world, influencing religious practice and everyday behavior among Muslims in the archipelago (Adil, 2018).

Based on the results of previous research findings, it can be seen that there are differences in both the academic problems examined and the theoretical frameworks used by each study. Each researcher focuses on different aspects of Islamic economic practices, particularly in relation to rural agricultural communities. These differences indicate that the topic of Islamic trade law in farming communities is still broad and can be approached from various academic perspectives, including legal, sociological, and economic viewpoints. The main academic issue underlying this research is the existence of a Muslim farming community in Cikondang Village, Bojong Picung District, Cianjur Regency, which identifies itself as adhering to the Shafi'i school of Islamic jurisprudence (*fiqh Shafi'iyah*). Due to this identification, both in terms of recognition and religious practice, their daily social and economic life is theoretically expected to follow the principles of Shafi'i fiqh. This includes their understanding and application of Islamic teachings in various aspects of life, especially in economic transactions. One of the most significant practices observed in this community is the long-standing tradition of buying and selling rice and other agricultural products. These transactions have been carried out for many years and have become an established part of the local economic system. The study, therefore, seeks to examine how far these practices align with the principles of Shafi'i jurisprudence and how religious identity influences economic behavior in rural Muslim communities (Nurhikma et al., 2020).

With this understanding, in its implementation, the tracing of the buying and selling of agricultural products with the dimension of Islamic law is seen in terms of the sale and purchase contract carried out by farmers by examining the legal basis, actors or Legal Subject (*mukallaf*), legal excavation process, and law enforcement (*tathbiq*). Thus, will be known the application and implementation of followers of Imam Shafi'i or not followers of thinking in buying and selling has been carried out by Muslim farmers in Cikondang Village. In the transaction of trading crops, the harvest is based on a contract that must be in accordance with the requirements, namely, it is carried out in a halal way and does not deviate from the Quran and al-Sunnah, that is, the goods must be clear, the buyer and seller are clearly the people who have understood the law and are sensible, carried out by giving up each other and the correct transaction (*ijab dan qabul*) (Syafa'at & Rohmatulloh, 2018).

METHOD

This research includes qualitative research with descriptive analysis methods, sociological approaches, and the primary data source for farmers in Cikondang, Cianjur, West Java. Data were collected by interviewing farmers as key informants and the active participation in agricultural product trading practices with farmers. The data that has been collected is analyzed using the content analysis method. Many research methods are used in

analyzing the opinions of madhhab Shafi'i regarding buying and selling, as carried out by Retno Dyah Pekerti and Eliada Herwiyanti in their article entitled *Online Buying and Selling Transactions in the Sharia Perspective of Madzhab Ash-Syafi'i*, this research uses a library method by analyzing the opinions of madhhab Shafi'i in their works such as the book *Al-Umm* (Eliada Herwiyanti, 2018). Similarly, Rohman and Ahmad Shofiyur's research, entitled *The Views of Shafi'iyah Ulama on Buying and Selling with the Ba'i Mu'athah System*, this research uses a library method by analyzing the information of Shafi'i madhhab scholars about the legal conditions for buying and selling the self-service system or mu'athah (Rohman & Shofiyur's, 2024).

Muchtar Wahyudi Pamungkas and Miftahul Huda, in their article entitled *Bay' al-Inah in the Thought of Imam Shafi'i and Imam Malik (a comparative study)*, describe a form of buying and selling transaction in which the trader sells his goods to the buyer in a flexible manner, then the buyer sells them to the seller in cash at a price lower than the price that must be paid in maturity. According to Imam Shafi'i, this kind of buying and selling is permissible and the buying and selling is legal. The research method uses a library method (Rohman & Shofiyur's, 2024). Irham Faozi in his thesis research entitled *Buying and Selling the Blind According to the Shafi'i School in the Perspective of the Principle of Freedom of Transactions*. This research also uses a literature method that analyzes the opinions of Madhhab Shafi'i about blind people who carry out buying and selling transactions. The results of his research show that as long as the contract of sale and purchase is fulfilled, especially if the goods purchased by blind people are mentioned honestly by the seller, then the sale and purchase are legal and permissible (Faozi, 2023).

Unlike several previous studies that mainly applied library research methods, the research conducted in Cikondang Village, Bojong Picung, Cianjur Regency employed a descriptive-analytical research method combined with empirical and juridical approaches. This study focused on examining the actual implementation of trading practices among Muslim farmers who follow the Shafi'i school of thought. The purpose of the research was to analyze the relevance between the farmers' acknowledgment of adherence to the Shafi'i madhhab and their real practices in buying and selling agricultural products. Through direct observation, interviews, and analysis of community trading activities, the study sought to determine whether the practices carried out by the farming community were consistent with the principles of trade according to Shafi'i jurisprudence. The research also aimed to identify the extent to which the farmers understood and applied Islamic legal teachings related to commercial transactions in their daily economic activities (Creswell, 2018). The findings indicate that although many farmers claimed to follow the Shafi'i school, their understanding of the detailed legal concepts of buying and selling was relatively limited. Nevertheless, several trading practices implemented within the community were still in line with the opinions of Shafi'i scholars regarding agricultural transactions, while some practices showed little or no direct connection with the formal teachings of the Shafi'i madhhab (Miles et al., 2014).

RESULTS/FINDINGS

The farmers interviewed were farmers who own rice fields, farmers who cultivate rice fields, labor farmers, buyers of crops, community leaders, and religious leaders in Cikondang Village. The agricultural area in the village is approximately fifty hectares. However, the location of the chosen research is in Sindang Jaya Village. The trading behavior of farmers in Sindang Jaya applies several types of buying and selling systems, namely: (1) a wholesale system purchased by middlemen after harvest whose grain is still wet; (2) sales with a system of estimating crop yields, i.e. prospective buyers estimate yields before the rice is harvested; and (3) selling crops normally according to the choice of farmers who have crops. Transactions are carried out voluntarily, namely, each transaction is carried out at the will of the parties, avoiding coercion due to pressure from one party or another. The farmers are willing by the middleman system and the one who sets the price of rice crops is also a middleman. Then the middlemen kept their promise to buy the crops. Each contract must be carried out by the parties by the agreement set by the person concerned and at the same time avoid the injury of the promise. According to Islamic law, buying and selling must be careful, every transaction must be carried out with careful consideration and carried out appropriately and carefully and each contract must be carried out with a clear purpose and careful calculation, to avoid speculative practices that have gambling elements (Hernoko, 2008).

According to Nandar Syarifin, buying and selling crops according to custom, namely buying by middlemen, because farmers have borrowed money for production costs from middlemen so they have been bound by debts. However, middlemen allow farmers to sell to others only this is very difficult for farmers to do because of the shame of having borrowed money before. Transactions with middlemen are sometimes pressured at prices below the market, for example, the general price is already seven hundred rupiah per quintal the middleman is only

bought for six hundred rupiah. This is contrary to the principle of buying and selling in Islam because buying and selling transactions must be mutually beneficial, meaning that every buying and selling transaction is carried out to meet the interests of the parties so that it is prevented from manipulating and harming one of the parties. The parties to each transaction have an equal position and have balanced rights and obligations. Every transaction must be carried out with the accountability of the parties openly. Each transaction must be carried out under the capabilities of the parties so that it does not become an excessive burden for the person (Syahrani, 2006).

Crop transactions carried out through estimation are considered contrary to the opinion of Imam Shafi'i because they may contain elements of gambling (*maysir*) and speculation (*gharar*). In Islamic jurisprudence, such forms of uncertainty in trade are not permitted because they can lead to injustice and disputes between the contracting parties. However, in practice, this method of selling crops has long been carried out by farmers in Sukamaju, Cikondang. One of the main reasons for its continuation is the limited understanding among farmers regarding the legal position of estimation-based buying and selling in Islamic law. In Islamic commercial law, buying and selling based on estimation is often compared to uncertain transactions, such as purchasing fish that are still in a pond, where the quantity and value are not clearly known at the time of contract. This lack of clarity contradicts the principle of openness and transparency in trade, which is essential to prevent fraud and misunderstanding between buyers and sellers. Therefore, Islamic law emphasizes that all traded goods must be clearly defined and measurable. Furthermore, every contract in Islamic transactions must be conducted in a way that facilitates both parties and ensures mutual benefit. It must avoid any form of deception, traps, or harmful practices that could violate ethical and legal standards. Transactions must be based on mutual consent, fairness, and clarity, ensuring that they are not prohibited or classified as haram according to Islamic teachings (Komarudin, 2023).

For a transaction to comply with the principles of Islamic law, the contract must fulfill the pillars and conditions that have been established in Islamic jurisprudence. In Islamic commercial law, a valid contract consists of several essential elements, namely: the contracting parties, the object of the contract, the purpose of the contract, and the agreement or consent between both parties. These pillars ensure that all transactions are conducted fairly, transparently, and in accordance with the teachings of Islam. The contracting parties may consist of individuals, partnerships, or business entities that are legally capable of carrying out legal actions and making responsible decisions. They must possess legal competence, including maturity, sound judgment, and freedom of choice in conducting the transaction. Meanwhile, the object of the contract refers to goods, property, or services that are lawful (*halal*), beneficial, and clearly identifiable by both parties involved in the agreement. In addition, every transaction in Islamic law must have a clear and legitimate purpose. Generally, trade transactions are intended to fulfill daily living needs, support economic activities, and promote business development for all parties involved. Therefore, Islamic law emphasizes mutual consent, honesty, and justice in every contract to prevent disputes, exploitation, or uncertainty. By fulfilling these principles, commercial transactions become legally valid and ethically acceptable according to Islamic teachings (Nurinayah, 2023).

The traditional trading behavior practiced by farmers in Sukamaju Cikondang has become socially institutionalized within the community over many years. These practices continue to be carried out because they are considered common and acceptable by society, including local religious figures who rarely provide detailed explanations regarding the Islamic legal aspects of such transactions. As a result, many farmers may not fully understand that trading systems based on estimation or speculation can contain elements prohibited in Islamic law, particularly gambling and uncertainty. In Islamic jurisprudence, transactions involving unclear outcomes or uncertain measurements are categorized as *gharar*, which refers to deception, ambiguity, or excessive uncertainty in a contract. According to Imam Shafi'i and scholars of the Shafi'i school, transactions containing elements of *gharar* are considered unlawful (*haram*) because they may lead to injustice, disputes, and harm between the parties involved. Therefore, the practice of estimating crop yields before they are clearly measurable or ready for harvest may be regarded as invalid under Islamic law. Although the farmers do not intentionally seek to deceive others, the continuation of these practices demonstrates the influence of cultural habits and limited legal understanding within rural communities. This situation highlights the importance of religious education and guidance to ensure that economic transactions are conducted in accordance with Islamic legal principles and free from prohibited elements (Pratama & Fahrullah, 2023).

The trading tradition practiced by farmers in Sukamaju reflects a long process of social adaptation in which economic behavior has gradually become a cultural habit within the community. Over time, these trading practices have been accepted collectively because they are considered capable of achieving common economic goals and maintaining social relationships among farmers, buyers, and middlemen. As a result, the community unconsciously views these practices as normal and appropriate behavior in everyday economic life. This condition can be

understood through the perspective of structural functional theory, which explains how social habits become institutionalized and deeply embedded in community life, making them difficult to replace with new systems or cultural patterns. Although Islamic law offers clearer and more structured regulations concerning trade transactions, many traditional practices continue to be maintained because they have become part of the local culture and social structure. The farmers often prioritize practicality, trust, and long-established customs over formal legal understanding. In many cases, the transactions are not intended to deceive or harm others, but some practices may still contain elements that are considered problematic in Islamic jurisprudence, such as uncertainty (*gharar*) or speculative estimation in determining the value of crops before harvest. Islamic law emphasizes that commercial transactions must be conducted transparently, fairly, and free from elements of fraud, gambling, or exploitation.

Islamic law strongly prohibits transactions based on coercion. Every sale and purchase agreement must be carried out voluntarily with full consent from both parties. However, in the trading practices found in Sukamaju, some farmers experience limited freedom in making economic decisions. Financial pressures and urgent household needs often force them to sell their agricultural products to middlemen at prices lower than the market value. In such situations, farmers may feel compelled to accept unfavorable agreements because they lack alternative buyers or immediate financial support. This condition illustrates the unequal economic relationship between farmers and middlemen within rural agricultural communities. Even though the transactions formally appear valid, the imbalance of bargaining power may reduce the spirit of justice and mutual benefit emphasized in Islamic economic principles. Therefore, there is a need for greater education regarding Islamic trade law and stronger economic empowerment for farmers so that they can conduct transactions more fairly, transparently, and independently while still preserving positive local traditions that are consistent with Islamic values.

DISCUSSION / ANALYSIS

Imam Shafi'i is recognized as one of the most influential scholars among the four major schools of Islamic jurisprudence in the Muslim world. His thoughts and legal methodologies have greatly influenced Islamic legal studies and continue to serve as important references for Muslims worldwide, especially in Indonesia, where the majority of Muslims follow the Shafi'i school. Imam Shafi'i contributed significantly to the development of Islamic law through several important works that remain widely studied today. Among his most famous books is *Al-Umm*, a comprehensive compilation of his legal opinions and teachings collected and transmitted by his student, al-Rabi' bin Sulaiman. Another important work is *Ikhtilaf al-Hadith*, which discusses differences in hadith interpretation and methods of reconciliation between narrations. Imam Shafi'i also authored *Al-Risalah*, a foundational text in the science of *usul al-fiqh* that established systematic principles for deriving Islamic law from the Qur'an and Sunnah. In addition to Imam Shafi'i's own writings, many scholars within the Shafi'i tradition produced influential works that expanded and explained his legal teachings. One of these is *Al-Muhaddzab* by Abu Ishaq al-Shirazi, an important manual of Shafi'i jurisprudence. This work was later explained extensively by Imam Nawawi in *Al-Majmu' Syarh al-Muhaddzab*, a highly respected encyclopedic commentary. After Imam Nawawi's death, the work was continued and completed by al-Subki and later supplemented by Shaykh Muhammad Bakhit al-Muthi'i, the former Mufti of Egypt (Haleem, 2020).

Among the important classical works within the Shafi'i school of Islamic jurisprudence is *Al-Wajiz* written by Abu Hamid al-Ghazali. This book later received detailed explanation and commentary in *Fath al-'Aziz* by Abul Qasim al-Rafi'i, which became one of the significant references in Shafi'i fiqh. Another influential work is *Roudhotut al-Tholibin wa 'Umdat al-Muftiyin* by Imam Nawawi, a renowned scholar whose writings greatly contributed to the development and systematization of Shafi'i jurisprudence. Several concise texts and summary books were also produced to make Shafi'i legal teachings easier to study and understand. One of the most famous is *Matan Abi Syuja'* or *Ghoyat al-Ikhtishor*, which later received explanations from various scholars. Among them is *Fath al-Qorib* by Shaykh Muhammad bin Qasim al-Ghazzi, a concise commentary widely studied in Islamic boarding schools. Another important commentary is *Al-Iqna' fi Hilli Alfaz Abi Syuja'* by Al-Khotib al-Syarbini, as well as *Kifayat al-Akhyar fi Hilli Ghoyat al-Ikhtishor* by Abu Bakr al-Husniy al-Dimasyqi. In addition, Ahmad bin Ruslan authored *Matan al-Zubdi*, which was later explained in works such as *Mawahib al-Shomad* by Ahmad bin Hijazi and *Ghoyat al-Bayan Syarh Manzhumah al-Zubdi* by Muhammad al-Romli. These works collectively became essential references in the study of Shafi'i jurisprudence (Hoover, 2020).

Another book of the Shafi'i madhhab is *Mauhibah Dzī al-Fadh al-Hâsyiah 'alâ Syarh Ibn Hajar 'alâ Muqaddimah Bâ-Fadh al-Manhal al-'Amim bi Hâsyiah al-Manhaj al-Qawwim* by a great scholar of the Islamic world who lived in the 14th century Hijri (late 19th century AD and early 20th century AD) and settled in Makkah,

who came from the archipelago (Tremas, East Java). Namely Shaykh Muhammad Mahfûzh ibn 'Abdullâh ibn 'Abd al-Mannân al-Tarmasî summa al-Makkî (known as Shaykh Mahfuzh Tremas, d. 1920 AD). This book is also known as "Hâsyiah al-Tarmasî", which is recorded as the greatest work in the fiqh madhab Shafi'i throughout the Islamic world written in the 14th century Hijri. Therefore, it is not surprising that this work is studied and referenced in various parts of the Islamic world whose population adheres to the fiqh of the Shafi'i madhhab, starting from Haramain, Egypt, Syria, Iraq, Kurdistan, Dagestan (Russia), India, and of course Southeast Asia (Jawi/Nusantara). "Mauhibah Dzî al-Fadhl" is a hâsyiah (long commentary or commentary on commentary) of the book "al-Manhaj al-Qawwîm" by al-Imâm al-Hâfîzh Ibn Hajar al-Haitamî al-Makkî (d. 1566 AD). "al-Manhaj al-Qawwîm" itself is a sharh (explanation or commentary) on the main (text) of the book "al-Muqaddimah al-Hadhramiyyah fî Fiqh al-Sâdah al-Syâfi'iyah" or known as "Masâil al-Ta'lim" (and "al-Mukhtashar al-Kabîr") by Shaykh 'Abdullâh ibn 'Abd al-Rahmân Bâ-Fadhal al-Hadhramî (d. 1512 AD) (Makboul, 2020).

Among the classical books of the Shafi'i school that discuss trade and buying and selling is *Fath al-Qorib*, a widely used reference in Islamic jurisprudence. This book is commonly studied and applied by local religious leaders (*kiai*) in Cikondang Village as a guide in understanding Islamic commercial law. According to Badruddin, one of the religious figures in the village, *Fath al-Qorib* clearly explains the rules and principles of sale and purchase contracts, including their pillars, conditions, and legal rulings. However, in practice, these teachings are not always extensively delivered in public lectures or daily religious discussions. One of the reasons for this is that the local community has already established long-standing traditions in conducting agricultural trade based on social and economic habits. As a result, many of the transactions are carried out according to customary practices rather than detailed fiqh explanations. This condition makes the formal discussion of Islamic contract law less emphasized in everyday religious teaching. In practice, farmers engage in several forms of crop trading. Some transactions involve buyers who pay the full amount in cash at the beginning of the agreement. However, there are also buyers who only provide a down payment, with the remaining payment settled later during or after harvest. This system can sometimes create financial pressure for farmers who urgently need immediate cash, as they must wait for full payment. Consequently, while the practices are socially accepted, they still raise important considerations from the perspective of Islamic trade law as explained in *Fath al-Qorib* (Ghaemmaghani, 2020).

In the book *Fath al-Qorib*, it is explained that buying and selling (*bai'*) is a form of transaction in which property is exchanged for valuable goods or assets based on mutual consent and in accordance with Islamic law (*sharia*). It can also involve the exchange of benefits or services for a lawful price. This definition emphasizes that trade in Islam is not only limited to physical goods but also includes benefits that are recognized and permitted by Islamic teachings. Furthermore, the concept of buying and selling in *Fath al-Qorib* includes the transfer of ownership rights in a lawful manner, such as granting the right to use or benefit from property, including construction rights or other usable assets. One of the important conditions in Islamic trade is that the goods being sold must be clearly visible and identifiable at the time of the transaction. This means that the item must be present in the place of contract, so that both parties have clear knowledge of what is being exchanged. In addition, Islamic law requires that the object of sale must be pure (*sacred* in a legal sense), beneficial, deliverable, and under the control of the seller. A valid transaction must also include the elements of *ijab* (offer) and *qabul* (acceptance), which indicate mutual consent between the buyer and the seller. Without these essential pillars, a transaction is considered incomplete and invalid according to Islamic jurisprudence (Al-Ghazzi, 1318).

According to Sayyid Muhammad bin Qasim al-Ghazzi, in buying and selling transactions there are principles and conditions, the first (*ijab*) is like the words of the seller or the person who occupies his position, "I sell to you" and "I give you the right to property at that price." The second (*qabul*) is like the saying of the buyer or the person who occupies his position, "I bought it", and the saying, "I accept ownership" and words that have the same meaning as both. The third is selling vague goods that are not visible to the two parties to the contract. So selling these goods is not allowed. So, if the item to be sold has been seen and then does not exist during the contract, then the law is allowed, but this is if it happens to the item that usually does not change in the period between seeing and buying it. Regarding the sale and purchase of fruits, according to Imam al-Ghazzi, the law is not to sell fruit without trees in an absolute way, meaning unconditional harvesting, except after the goodness of the fruit is seen. What is meant by looking good in fruits that do not change color is that the condition has reached the limit that is usually ready to be consumed, such as sugarcane has become sweet and pomegranates have tasted sour. And in the fruit that changes color, the fruit has turned red, black, or yellow, like rice. As for the fruit that does not look good, it is not legal to sell it in an absolute way, not to the owner of the tree and not to others, except on the condition that it is harvested, whether it is directly or indirectly harvested. If the tree with the fruit has been cut, the fruit can be sold without being required to be harvested (Wood, 2016).

In the sale and purchase of agricultural products, it is not allowed to sell rice paddy crops that are still green and still growing on the ground unless they are cut or uprooted. If the plant is sold along with the land, or sold without the land after the fruits of the crop have hardened, then the law allows it to be harvested unconditionally. Thus, whoever sells fruit or agricultural products that do not look good, then it is obligatory to water the plant with a level of watering that can develop fruit and save it from damage. Whether the seller has invited the buyer to take the fruit or not. Theoretically, referring to the opinion of Imam Al-Ghazzi, the author of the book *Fath al-Qarib* who belongs to the Shafi'i school, buying and selling agricultural products is permissible as long as the law prohibits it, unless there is a postulate that prohibits it. Imam Al-Ghazzi argues that buying and selling agricultural products by guessing or estimating is not permissible if the rice is not yet suitable for picking, but if the rice has turned yellow and is ready to be harvested, selling it is permissible even if it is not picked directly by the buyer, only the seller must maintain and maintain it so that the rice plant is not damaged until it is picked by the buyer (Soler, 2021).

Farmers in Cikondang Village carry out buying and selling in two most common ways, namely: 1) selling to buyers by guessing the condition of the yellowed rice which is estimated to be ready for harvest in two weeks. The trick is that the buyer pays a down payment and pays it off when the rice is picked by the buyer; 2) Selling rice by harvesting or picking it and then weighing it to buyers. Rice that has been weighed according to the amount of rice will be paid in full by the buyer according to the agreement. With the pattern of buying and selling carried out by the farmers of the Shafi'i school in Cikondang Village, although farmers and buyers do not understand Islamic law about buying and selling agricultural products, such buying and selling habits include legal buying and selling and the law is permissible or halal according to the opinion of the scholars of the Shafi'i school. The buying and selling habits indicate that the buying and selling patterns of farmers show the correct customs according to Islamic law and must be maintained.

The trading behavior of farmers who follow the Shafi'i school of thought can be understood as a manifestation of Islamic economic morality that is deeply embedded within the cultural practices of the community. This moral dimension of economic activity reflects the integration between religious values and everyday economic transactions. In Islamic teachings, trade is not merely a worldly activity aimed at gaining profit, but also an act that is closely connected to faith (*iman*) and obedience to Islamic law (*sharia*). Therefore, economic behavior in Islam cannot be separated from moral and ethical considerations. Every transaction must be guided by principles such as honesty, justice, transparency, and mutual consent. These values ensure that economic activities not only benefit individuals materially but also contribute to spiritual well-being and social harmony. In this sense, Islamic economics emphasizes responsibility toward both fellow human beings and God. The idea that economic behavior is independent of morality, as suggested in some Western economic perspectives such as those discussed by Richard T. De George, is not fully aligned with the Islamic worldview. In Islam, morality is an essential foundation of all economic actions. The behavior of Shafi'i farming communities illustrates how religious teachings shape ethical standards in trade, making economic activities part of a broader moral and spiritual system rather than a purely material pursuit (Richard, 1990).

One thing that underlies why Islam always attaches importance to the importance of moral and ethical roles in every activity of human life, including economic activities (Qordlowi, 1995). The trading practices carried out by farmers in this community can be understood as a form of internalization of Islamic legal values within customary law. Over time, these practices have become deeply embedded in daily life and social interactions, forming a system of economic behavior that is both culturally accepted and religiously guided. In this context, Islamic principles are not only understood as formal legal rules but also as moral values that shape how individuals conduct trade and economic exchanges within the community. The integration of Islamic law into customary practices shows that religious teachings have been successfully adapted into local traditions without losing their essential principles. As a result, trade activities among farmers are generally conducted in a manner that reflects honesty, mutual trust, and social harmony. Even though these practices may not always be explicitly based on formal legal knowledge, they still reflect the core values of Islamic commercial ethics. Ultimately, the main objective of trade in Islamic law is achieved, namely mutual consent (*taradhi*) between the contracting parties. This principle emphasizes that transactions must be carried out willingly, without coercion, and with full satisfaction from both sides. Through this mutual understanding, economic activities not only fulfill material needs but also contribute to social welfare and collective happiness (*maslahah*). Thus, the trading system among these farmers represents a balance between religious values, cultural traditions, and economic goals (Chapra, 2008).

Based on the analysis of the sale and purchase contracts practiced by the farming community in Cikondang Village, the trading activities conducted by Muslim farmers who follow the Shafi'i school have generally fulfilled the essential pillars of Islamic commercial transactions. These include the existence of sellers and buyers, the presence

of goods being traded, and the process of transferring ownership through delivery and payment. The transactions carried out by the farmers also meet the necessary conditions of a valid sale according to Islamic law. The parties involved in the transactions are considered legally competent because they are mature, sensible, and capable of making decisions independently. Furthermore, the buying and selling activities are conducted voluntarily without coercion, and the goods traded, namely agricultural products, are lawful (halal) according to Islamic principles. The agreements are also carried out using clear statements and mutual understanding between both parties, which reflects the proper implementation of *ijab* and *qabul* in Islamic trade law. Therefore, it can be concluded that the farming community in Cikondang Village has implemented the practice of buying and selling agricultural products in a manner consistent with the opinions of scholars of the Shafi'i madhhab. Over time, these practices have developed into a customary economic tradition within the community, demonstrating the integration of Islamic legal principles into local social and economic life (Hidayat, 2022).

CONCLUSION

This study concludes that the level of knowledge among Shafi'i Muslim farmers in Cikondang Village, Bojong Picung, Cianjur Regency regarding the Islamic legal system of buying and selling agricultural crops is still relatively weak. Most farmers do not fully understand the detailed concepts and regulations of trade according to the opinions of Shafi'i scholars. However, despite their limited theoretical understanding, the actual implementation of crop trading practices within the community has generally been carried out in accordance with the principles established by Shafi'i jurisprudence. These practices are also consistent with the teachings found in classical Islamic legal references, including the book *Fath al-Qarib*. The findings further reveal that the trading system practiced by the Muslim farming community has developed into a long-standing tradition that functions as a form of customary law and internal social norm. This tradition has been maintained collectively among the farmers and continues to guide their economic interactions in everyday life. The community's adherence to these practices demonstrates that Islamic values can be preserved not only through formal religious knowledge but also through inherited cultural habits and social agreements that align with Islamic principles. In addition, the study highlights the important role of local traditions in shaping economic behavior among rural Muslim communities. Even though formal religious education regarding Islamic commercial law remains limited, the farmers' practices reflect a practical understanding of fairness, mutual consent, and ethical transactions as emphasized in Shafi'i teachings. Therefore, the study suggests the need for greater educational efforts to improve farmers' understanding of Islamic trade laws while preserving the positive customary practices that already support the implementation of Shafi'i-based economic transactions within the community.

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