

IMPLEMENTATION OF THE HYBRID CONTRACT MODEL IN CHILLI BUYING AND SELLING TRANSACTIONS BETWEEN FARMERS AND COLLECTORS FROM THE PERSPECTIVE OF ISLAMIC ECONOMICS (Case Study of Tegalán Village, Kandat District, Kediri Regency)

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Abstract: This study aims to describe the Implementation of the Hybrid Contract Model in the Chilli Sale and Purchase Transaction between Farmers and Collectors in the Perspective of Islamic Economics in Tegalán Village, Kandat District, Kediri Regency. Based on qualitative research with the type of case study research. Data acquisition methods with focused open interviews. While data analysis: data reduction, data display, and data conclusions. The results of the study explain the application of the hybrid contract model in chilli buying and selling transactions carried out between farmers and collectors in Tegalán Village, Kandat District, Kediri Regency using a qard contract, wakalah contract, and sale and purchase contract. The implementation of the hybrid contract model in chili buying and selling transactions between farmers and collectors is not in accordance with the provisions of Islamic economics, namely the qard contract transaction mechanism which is not in accordance with sharia provisions because the pillars and conditions of qard have not been massively realised. The sale and purchase agreement used by farmers and collectors is Al-Bai' al-mu'ajjal. But in this case, the collectors when taking chillies to farmers do not provide a definite statement regarding tsaman (price). So that it indicates that the practice of buying and selling transactions carried out is not in accordance with sharia provisions. Meanwhile, the implementation of this wakalah contract is in accordance with sharia provisions.

Keywords: hybrid contract, buying, and selling

A. Introduction

Islamic teachings not only contain signs on the issue of 'ubudiyah but also pay attention to crucial issues such as the field of muamalah (Azmi, 2020). On the other hand, along with the pace of development of the times, the field of muamalah also continues to experience continuous movement. Various types of transactions experience expansion which raises various new findings and new challenges. In this case, it is a challenge for practitioners, sharia councils, and academics to always upgrade their capacity to be more innovative, creative, and active in responding to the development of these challenges (Agustianto, 2015). Practitioners are required to be creative and responsive in understanding the patterns of agreements that are in accordance with sharia provisions.

The sharia council is required to be active and creative in issuing fatwas so that they are in accordance with what is needed by the industry, Islamic Financial Institutions (LKS), and the types of transactions needed by the community. While academics are required to be able to contribute scientific enlightenment and demands so that transactions and regulations can be perfectly realised and truly able to support modern needs. So that all transactions carried out remain in the corridor of sharia principles that can attract benefits and reject the emergence of harm (Setiawan, 2015).

Meanwhile, Indonesia itself is an agricultural country because most of the population in Indonesia work as farmers. In this case, it will bring up a concurrent profession related to buying and selling crops, namely the trade sector. Seeing the release of data from the Central Statistics Agency (BPS) until February 2022, the number of professions in agriculture was 40,635,997 people and followed by the trade sector of 25,800,553 people (BPS, 2022). Based on this data, it is an indication of the mobilisation of

various muamalah transactions, including the type of agreement (akad) used.

As the development of increasingly complex transactions requires the design of an agreement (contract) that is not only one contract, but collaborates several contracts in a transaction known as a hybrid contract or multi-contract. The use of a single contract is not able to respond to the development of contemporary sale and purchase transactions which are always dynamic. Dr Mabid Al-Jarhi, former Director of the Islamic Development Bank (IDB) stated that contemporary contract collaboration is a necessity (Isfandiar, 2014). Furthermore, hybrid contracts are the result of the collaboration of several contracts that are combined into one integrated contract.

Ash-Syatibi argues that the provisions of a hybrid contract or multi-contract are not the same as when the contract stands alone. That is, hybrid contracts cannot be seen from the law of the contracts that build them. But the contracts that build them are permissible when they stand alone, but will become unjustified by sharia (haram) when the contracts are compiled in one contract. Where the legal consequences arising from the mixed contracts are all the rights and obligations caused are considered an inseparable unity and have the same legal status as the legal consequences of one contract (Saliman, 2011).

One of the implementations of the hybrid contract is in the chilli sale and purchase transaction carried out between farmers and collectors in Tegalalan Village, Kandat District, Kediri Regency. Initially, farmers and collectors entered into a hybrid contract for borrowing and lending transactions. The loan becomes a rope for farmers to sell chillies to collectors when the harvest period arrives. The loan is used by farmers in

order to increase capital to buy chilli seeds and all the financial needs for the chilli planting process. The source of this loan is the chilli collector who works with the chilli seed seller. The amount of the loan varies depending on the needs of the farmer. The collectors here will provide loans if the farmers deposit their crops with the collectors, because the collectors' position requires chillies to be resold. Meanwhile, farmers need capital support for chilli processing and profits from their chilli crops.

As a result of the sale of chillies by collectors, farmers receive a nominal amount of money which is stated in the receipt of funds. The note only lists the farmer's income, which has previously been deducted by the collector as personal profit. Then the farmer repays the debt to the collector from the harvest. Therefore, the farmer's receipt of funds here is mixed between the value of the debt and the value of the sale and purchase of chillies. The application of the transaction is an indication of the hybrid contract practice. The hybrid contract includes agreements between farmers and collectors in accounts payable transactions and chilli sale and purchase agreements. In the debt and credit transaction, an external party is involved, namely the seller of chilli seeds as a representative of the collectors to provide capital in the form of chilli seeds that will be planted by farmers. So from here it can be seen that there is a combination of several cards in a transaction, namely the wakalah contract, qard contract, and sale and purchase contract.

Wakalah is the positioning of someone to replace himself to solve a problem that is allowed by Shara', such as in buying and selling (Setiawan, 2022). The pillars of wakalah: muwakil (the one who delegates), deputy (the one who represents), muwakkal fiih (the object being delegated), and ijab qabul. While the conditions of wakalah: The deputy is of sound mind, the object is in accordance with Shariah and is clearly known by the

muwakil and the deputy, and the object can be represented (Hamidah, 2018). Qard according to Imam Hanafi is defined as money given by muqrith to muqtaridh, which must be returned at some point (Ardyana, 2015). The pillars of qard include: the existence of the contractor, the shighad, the qard contract (funds), the purpose of qard. While the conditions of qard: clear ijab and qabul, the property can be benefited according to Shara', and the qard contract cannot be associated with something outside of debt / credit that benefits the debtor (Anggitia, 2020).

Meanwhile, according to the General Provisions of the Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 110/DSN-MUI/IX/2017 concerning Sale and Purchase Agreements states that a sale and purchase agreement is an agreement between a seller and a buyer that results in the transfer of ownership of the exchanged object. There are other provisions in buying and selling, one of which is the provisions related to tsaman or price provisions that must be stated with certainty at the time of the contract, the acquisition price must be conveyed by the seller only in murabaha buying and selling and is not mandatory other than Amanah buying and selling, payment of prices in buying and selling may be made in cash (al-bai' al-hal), deferred (al-bai' al muajjal), and instalments / stages (al-bai' bi al taqsith) (MUI, 2017). The use of the qard contract as described above, that the qard contract is accompanied by other contracts, is an indication of a hybrid contract. The use of hybrid contracts signifies the development of increasingly complex human needs. Therefore, the study of hybrid contracts needs to be understood in a kaffah manner because hybrid contracts are closely related to aspects of Islamic economics which aim to realise transactions that are halalan thayiban.

The legal basis for the hybrid contract is referring to the hadith of the Prophet Muhammad SAW:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ : أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنْ بَيْعَتَيْنِ فِي

بَيْعَةٍ (رواه الترمذي)

From Abi Hurairah, he said: "Indeed the Messenger of Allah Saw. Prohibited two contracts in one contract" (HR. Al-Tirmidzi) (in Hamidah, 2018).

The hadith shows the prohibition of hybrid contracts (the collection of several contracts in one contract). Ibn Qayyim's opinion that the Prophet prohibited hybrid contracts between salaf, namely using qard and sale and purchase contracts in one contract but if the two things apply alone or separately then the law is permissible) as research conducted by Nurul Hamidah (2018). In line with that, that Ibn Qayyim's opinion is related to the explanation of Dr Nazih Hammad. Nazih Hammad's opinion is that the substance of this hybrid contract is to carry out a transaction using one contract with the presence or absence of another contract, such as a transaction carried out by a seller to another party with the condition that the seller lends money to the buyer. The practice of such transactions makes the first contract uncertain (gharar), so that in this case the price (tsaman) of the goods becomes unclear and will affect the profit and the object being traded is not clear either. Gharar according to Ibn Qayyim is something that is doubtful of success or failure or information that is hidden and not known clearly and surely (Rahman, 2018).

The implementation of the Hybrid Contract Model in the Chilli Sale and Purchase Transaction between Farmers and Collectors in Tegal

Village, Kandat District, Kediri Regency still contains elements of gharar, namely related to the price (tsaman) and the qard contract applied contains motives that are not in accordance with Islamic law, namely the collectors provide a number of loans to farmers, so that later farmers sell the harvest to the collectors. Departing from the phenomenon of the transaction above, the purpose of the researcher here will be to clarify massively about the Implementation of the Hybrid Contract Model in the Chilli Sale and Purchase Transaction Between Farmers and Collectors from the Perspective of Sharia Economics in Tegalalan Village, Kandat District, Kediri Regency and all the interesting possibilities in the research.

B. Research Methods

This research is based on qualitative research using case study research. Qualitative research is a study that manifests descriptive data in the form of composing written or oral words from real behaviour that is being studied and researched. While the type of case study research is a type of research in which the researcher conducts a carefully directed investigation of an event, process, activity, or group of individuals (Gunawan, 2013). The object of this research is in Tegalalan Village, Kandat District, Kediri Regency. The focus of this research is the Implementation of the Hybrid Contract Model in the Chilli Sale and Purchase Transaction Between Farmers and Collectors in the Perspective of Sharia Economics.

The subjects of this research are farmers, collectors, and employees involved. The data acquisition method used is a focused open-ended interview type. The open-ended interview type is a type of interview in which the researcher asks the source about the reality or facts that occur in the field. While the focused interview type is an interview technique in

which the interviewee is interviewed in a short time and is also supported by the acquisition of literature studies from articles, books, journals, and other scientific works which are certainly related to the researcher's discussion (Fauziyah, 2020). Checking data validity by extending participation, persistence, and triangulation of methods. While data analysis uses the stages of data reduction, data display, and finally data conclusions or research conclusions (Salihin, 2020).

C. Results and Discussion

As the development of increasingly complex transactions requires the design of agreements (contracts) that are not only one contract, but collaborate several contracts in a transaction known as a hybrid contract or multi-contract. The use of a single contract is felt to be unable to respond to the development of contemporary buying and selling transactions which are always dynamic. Ash-Syatibi argues that the provisions of a hybrid contract or multi-contract are not the same as when the contract stands alone. That is, hybrid contracts cannot be seen from the law of the contracts that build them. But the contracts that build them are permissible when they stand alone, but will become unjustified by sharia (haram) when the contracts are combined in one contract. Where the legal consequences arising from the mixed contracts are all the rights and obligations that result are considered an inseparable unity and have the same legal status as the legal consequences of one contract.

One of the implementations of the hybrid contract is in the chilli sale and purchase transaction carried out between farmers and collectors in Tegal Village, Kandat District, Kediri Regency. Initially, farmers and collectors entered into a hybrid contract for borrowing and lending transactions. The loan becomes a rope for farmers to sell chillies to

collectors when the harvest period arrives. The loan is used by farmers in order to increase capital to buy chilli seeds and all the financial needs for the chilli planting process. The source of this loan is the chilli collector who works with the chilli seed seller. The amount of the loan varies depending on the needs of the farmer. The collectors here will provide loans if the farmers deposit their crops with the collectors, because the collectors' position requires chillies to be resold. Meanwhile, farmers need capital support for chilli processing and profits from their chilli crops (Saliman, 2011).

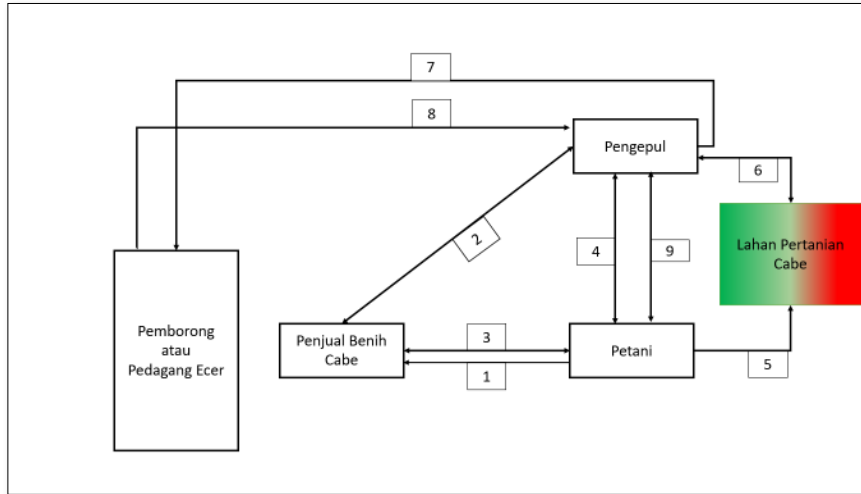
As a result of the sale of chillies by collectors, farmers receive a nominal amount of money which is stated in the receipt of funds. The note only lists the farmer's income, which has previously been deducted by the collector as personal profit. Then the farmer repays the debt to the collector from the harvest. Therefore, the farmer's receipt of funds here is mixed between the value of the debt and the value of the sale and purchase of chillies.

The application of the transaction is an indication of the hybrid contract practice. The hybrid contract includes agreements between farmers and collectors in accounts payable transactions and chilli sale and purchase agreements. In the debt and credit transaction, an external party is involved, namely the seller of chilli seeds as a representative of the collectors to provide capital in the form of chilli seeds that will be planted by farmers. So from here it can be seen that there is a combination of several cards in a transaction, namely the wakalah contract, qard contract, and sale and purchase contract. The following is a scheme of Hybrid Contract Model transactions in chilli sale and purchase transactions

between farmers and collectors in Tegal Village, Kandat District, Kediri Regency.

Picture 1

Hybrid Contract Transaction Mechanism in Chilli Sale and Purchase Transactions Conducted Between Farmers and Collectors



Source: Processed Data, 2022

Description:

- Farmers buy chili seeds from their own capital, while the chili seed seller offers capital support that will be financed by the collector.
- The chili seed seller confirms the farmer's purchase to the collector. The collector represents himself to the chili seed seller to provide chili seed support to the farmer (wakalah contract).
- The chili seed seller provides chili seeds according to the farmer's needs. In addition, the farmer also spends some of his funds to buy the chili seeds.
- The farmer confirms to the collector that he has received the chili seeds from the chili seed seller and has paid for some of the seeds (qard contract). Here the qard contract lasts until the farmer pays his

debt to the collector with the consequence that the chilli harvest from the farmer is sold back by the collector. Farmers here not only borrow funds for the purchase of chilli seeds, but sometimes also borrow funds for chilli management.

- e. Then the farmer conducts a chilli planting period on his land for a period of 75-85 days.
- f. After approximately 75-85 days, the chilli harvest time arrives. The farmer informs the collector that the chillies he has planted can be harvested. Then the collectors come directly to the farmer's land to collect the chillies harvested by the farmers. In this case, when the farmer hands over the chillies to the collector and then the collector brings the chillies directly without any price determination in the transaction.
- g. The collector sells the farmer's chilli to the big contractor or sometimes the collector also sells it to retail traders (the sale and purchase contract).
- h. The chilli buyer or retail trader who buys the chilli gives some money to the collector for the sale and purchase transaction carried out by the collector with the chilli buyer or retail trader by bargaining the price of the chilli brought by the collector.
- i. As a result of the sale of chillies by the collector, the farmer receives a nominal amount of money which is stated in the receipt note. The note states the farmer's receipt only, which has previously been deducted by the collector as personal profit. Then the farmer repays the debt to the collector from the harvest. Therefore, the receipt of farmer funds here is mixed between the value of the debt and the value of the sale and purchase of chillies. In this case, the collectors

are not transparent about the price with the farmers. The farmer receives the income from the harvest from the collector and part of it is returned to the collector as payment for the repayment of the farmer's obligation for the previous qard transaction. The sale and purchase transaction between farmers and collectors is carried out continuously until the harvest period ends. Meanwhile, the payment of farmers' obligations to collectors will end as long as the payment of farmers' obligations is considered fulfilled or paid off.

From the description of the scheme above, there are various types of transactions carried out which are commonly referred to as hybrid contracts (multiakad).

1. Qard Agreement

Qard according to Imam Hanafi is defined as property given by muqridh to muqtaridh, which must be returned at some point. The pillars of qard include: the existence of the contractor, the shighad, the qard contract (funds), the purpose of qard. While the conditions of qard: clear ijab and qabul, the property can be utilised according to Shara', and the qard contract cannot be linked to something outside of debt / credit that benefits the debtor. The implementation of qard between farmers and collectors starts with a loan transaction. The loan becomes a rope for farmers to sell chillies to collectors when the harvest period arrives. The loan is used by farmers in order to increase capital to buy chilli seeds and all the financial needs for the chilli planting process. The source of this loan is the chilli collector who works with the chilli seed seller. The amount of the loan varies depending on the needs of the farmer. The collectors here will provide loans if the farmers deposit their crops with the collectors, because the collectors' position requires chillies to be resold.

The implementation of qard between farmers and collectors is not in accordance with sharia provisions because the pillars and conditions of qard have not been massively realised. Some of the pillars and conditions of qard that have not been fulfilled are the motives of the collectors to the farmers. So this is not in accordance with the conditions of the qard contract, namely that the qard contract must not be associated with something outside of debt / credit that benefits the debtor. This phenomenon makes farmers unable to sell their crops to other buyers (other contractors) and must sell their crops only to collectors who provide the loan.

2. Wakalah Agreement

Wakalah is the position of someone to replace himself to solve a problem that is allowed by Shara', such as in buying and selling. The pillars of wakalah: muwakil (the one who delegates), deputy (the one who represents), muwakkal fiih (the object being delegated), and ijab qabul. While the conditions of wakalah: The deputy is of sound mind, the object is in accordance with Sharia and is clearly known by the muwakil and the deputy, and the object can be represented. The implementation of the wakalah contract here is shown when the farmer buys chilli seeds from personal capital, then the chilli seed seller offers capital support that will be financed by the collector. The chilli seed seller confirms the farmer's purchase to the collector. The collector represents himself to the chilli seed seller to provide chilli seed support to the farmer (a wakalah contract occurs). The wakalah contract in this case is basically a complementary contract to the main contract, namely the qard (borrowing and lending) contract between

farmers and collectors. In the implementation of this wakalah contract, it is in accordance with the provisions of shara', where it has implemented the pillars and conditions of the wakalah contract that have been determined by Islamic economics.

3. Sale and Purchase Agreements

Sale and Purchase Agreement according to the General Provisions of the Fatwa of the National Sharia Council-Majelis Ulama Indonesia No. 110/DSN-MUI/IX/2017 concerning Sale and Purchase Agreement is a contract between the seller and the buyer that results in the transfer of ownership of the object exchanged: 110/DSN-MUI/IX/2017 concerning Sale and Purchase Agreements is a contract between the seller and the buyer that results in the transfer of ownership of the exchanged object. There are other provisions in buying and selling, one of which is the provisions related to tsaman or price provisions that must be stated with certainty at the time of the contract, the acquisition price must be conveyed by the seller only in murabaha buying and selling and is not mandatory other than Amanah buying and selling, payment of prices in buying and selling may be made in cash (al-bai' al-hal), deferred (al-bai' al muajjal), and instalments/stages (al-bai' bi al taqsith) (MUI, 2017). The sale and purchase agreement used by farmers and collectors is Al-Bai' al-mu'ajjal, which is a sale and purchase in which the price is paid on a deferred basis. However, in this case, when the collectors take the chillies to the farmers, there is no definite statement regarding the tsaman (price). This indicates that the practice of buying and selling transactions carried out has not fulfilled the provisions of sharia.

So if you refer to the hadith of the Prophet Muhammad:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ : أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنْ بَيْعَتَيْنِ فِي

بَيْعَةٍ (رواه الترمذي)

Abi Hurairah reported that he said: "Indeed the Messenger of Allah Saw. Prohibited two contracts in one contract" (HR. Al-Tirmidzi) (in Hamidah, 2018).

The hadith shows the prohibition of hybrid contracts (the combination of several contracts in one contract). Ibn Qayyim's opinion that the Prophet prohibited hybrid contracts between salaf, namely using qard and sale and purchase contracts in one contract but if the two things apply alone or separately then the law is permissible) as research conducted by Nurul Hamidah (2018). In line with that, that Ibn Qayyim's opinion is related to the explanation of Dr Nazih Hammad. Nazih Hammad's opinion is that the substance of this hybrid contract is to carry out a transaction using one contract with the presence or absence of another contract, such as a transaction carried out by a seller to another party with the condition that the seller lends money to the buyer.

The practice of such transactions makes the first contract uncertain (gharar), so that in this case the price (tsaman) of the goods becomes unclear and will affect the profit and the object being traded is not clear either. Gharar according to Ibn Qayyim is something that is doubtful of success or failure or information that is hidden and not known clearly and surely. In line with that, it can be seen that the Implementation of the Hybrid Contract Model in the Chilli Sale and

Purchase Transaction between Farmers and Collectors in Tegal Village, Kandat District, Kediri Regency still contains elements of gharar, namely related to the price (tsaman) and the qard contract applied contains motives that are not in accordance with Islamic law, namely the collectors provide a number of loans to farmers, so that later farmers sell the harvest to the collectors.

D. Conclusion

The implementation of the hybrid contract model in chilli buying and selling transactions carried out between farmers and collectors in Tegal Village, Kandat District, Kediri Regency uses a qard contract, wakalah contract and sale and purchase contract. The implementation of the hybrid contract model in the chilli sale and purchase transaction carried out between farmers and collectors is not in accordance with the provisions of Islamic economics, namely the qard transaction mechanism carried out between farmers and chilli collectors is not in accordance with sharia provisions because the pillars and conditions of qard have not been massively realised. The sale and purchase agreement used by farmers and collectors is Al-Bai' al-mu'ajjal. However, in this case, when the collectors take the chillies to the farmers, there is no definite statement regarding the tsaman (price). So that it indicates that the practice of buying and selling transactions carried out has not fulfilled sharia provisions.

The wakalah contract in this case is a complementary contract to the main contract, namely the qard (lending and borrowing) contract between farmers and collectors. In the implementation of this wakalah contract, it is in accordance with sharia provisions, where it has implemented the pillars and conditions of the wakalah contract that have been determined by Islamic economics experts. In line with that, it can be seen that the

Implementation of the Hybrid Contract Model in the Chilli Sale and Purchase Transaction between Farmers and Collectors in Tegal Village, Kandat District, Kediri Regency still contains elements of gharar, namely related to the price (tsaman) and the qard contract applied contains motives that are not in accordance with Islamic law, namely the collectors provide a number of loans to farmers, so that later farmers sell the harvest to the collectors.

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