



The Endless Credit: an Islamic Economic Law Perspective

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Abstract

Due to the perception that installment payments are simpler, buying and selling credit is becoming more and more common in rural communities. However, it is unknown when the custom of credit payments in Kedungbanjar Village would expire because the seller neither specifies the length of the payment period nor the nominal installment amounts. The purpose of this study is to examine the factors that lead sellers to fail to disclose credit payment durations. and seeks to examine how the practice of unending credit payments is seen from the standpoint of sharia economic law. A conceptual approach and a sociological approach were both used in this empirical legal research. The findings of the study indicate that a seller's marketing tactic is to withhold information about payment conditions and minimal installments. When the credit has been repaid, buyers can simply conduct credit transactions for other essentials, which helps buyers who feel assisted by the lack of payback targets and small installment payments. Essentially, it is acceptable and legal to buy and sell on credit as long as the pricing is the same for both cash and credit and the length of the payment period is made explicit. In the meantime, it is against sharia economic law for dealers to covertly increase prices during payment periods without disclosing the timing.

Keyword: Credit, Price, Target of Repayment.

INTRODUCTION

Muamalah is an activity related to fellow humans such as buying and selling, contracts/transactions (al Musyarakah, al Mudharabah, Bai' al-Salam and so on).(Hakim, 2012) One of the efforts to achieve the goal of life is to increase the standard of living through buying and selling transactions. In principle, buying and selling (trade) is lawful as long as it does not violate the rules of Islamic law. In fact, the business of buying and selling (trading) is considered noble if it is carried out honestly and there is no element of deceit between one another, and must truly be based on the principles of Islamic law. Buying and selling includes actions or transactions that have been prescribed in the sense that there are clear laws in Islam, which relate to the law of taklifi. (Syarifudin, 2010) A perfect sale and purchase according to Islamic law is when all the pillars and conditions of sale and purchase have been fulfilled. Buying and selling that is permitted in Islam is buying and selling that is mutually beneficial for the seller and buyer, and avoids usury and gharar. In buying and selling, sellers and buyers must not oppress each other.

In today's digital era, buying and selling transactions carried out by credit payment (installments) are common and more in demand. Especially in online buying and selling, the pay later system is one of the product attractions that determines buyers' decisions. Credit buying and selling is the purchase of goods with payment made in installments according to the payment stages agreed between the seller and the buyer. Where the seller must hand over the goods in cash while the buyer pays the price of the goods in installments in a certain amount and period of time. However, a problem arose when the amount of payment and the term were not agreed upon at the start of the contract, even though the parties involved did not object because there was no nominal value and the term for payment seemed very flexible and simple. This reason is the underlying reason why credit seems to have no end in sight. In addition, the apparent convenience that is felt by the community due to the absence of a nominal repayment amount and a payment period makes credit practices continue from one item to another. In fact, credit makes people behave consumptively and owe a lot, this is certainly not in accordance with the spirit of Islamic economics (Prastiwi and Fitria, 2021).

Research on credit is not new in the muamalah discourse, as it has been found that there are several other studies discussing credit and its relation to sharia economic law, including; research conducted by Reni Septiani in 2019 with the title "Muamalah Jurisprudence Review of the Practice of Buying and Selling Clothes with Cash/Credit in Kedung Rejo Proyonangga Selatan Village, Batang" which analyzes the additional price of clothing which rises at any time and the risk for buyers who do not pay in full.(Septiyani, 2019) Research by Renilda Anwar in 2020 with the title "Islamic Law Analysis of Buying and Selling Down Payment (DP) System: Study on Plus Credit in Palopo City" which analyzes buying and selling with a down payment system as a sign of completion, but there are differences between madzhab imams regarding form of down payment on credit plus in the city of Palopo.(Anwar, 2020) Research by Misbakhul Khaer and Ratna Nurhayati in 2019 with the title "Buying and selling taqsith (credit) in the perspective of Islamic economic law" which analyzes the difference between cash and cash prices in buying and selling credit.(Khaer and Nurhayati, 2019) The three studies in the last 5 years as mentioned above, do not discuss the absence of a payment period and the nominal credit payments until the product is declared paid off. So that this research has a novelty value by filling in the blanks and complementing research on credit in previous years. This study aims to analyze credit transactions that seem to have no end due to installment payments made without a repayment period as happened in Kedungbanjar Village, Pemalang Regency, from the perspective of Sharia economic law.

Credit Buying and Selling System in Islamic Law

The public has long been familiar with the practice of buying and selling credit. The Al-Qur'an, specifically the Sunnah of Rasulullah SAW, and the Ijma'

Ulama', constitute the fundamental laws of purchasing and selling. Some scholars of Islamic law concur that purchasing and selling credit is one of the kinds permitted by Islam. Additionally, they agreed to permit the custom in the form described in Surah Al-Baqarah verse 275, in which the vendor does not charge a premium for the buyer's delayed payment.(Shibah, 1999). The 'Ulama of Islam have argued about buying and selling credit. Some of the opinions of the 'ulama of the four madzhab of thought regarding the credit system in buying and selling are as follows;(Khaer and Nurhayati, 2019)

1. Fiqh of Hanafiya

Prices may be increased due to time delays. Cash sales with credit cannot be equated. Because what is currently there is more valuable than what is not there yet. Payment by cash it's better than installment payments. In Hasyiyah Ibn Abidin 5/142: "The price could have been added due to delays in payment."

2. Fiqh of Malikiya

Imam ash-Syathibi said "Delaying one of the means of exchange could cause an increase in prices." Then Imam az-Zarqoni emphasized "Because the cycle of time does have a share of value, a little or a lot, of course the value is different.

3. Fiqh of Safi'iyah

Imam ash-Syrozi said "If someone buys something with delayed payment, there is no need to be told the cash price, because delayed payment has its own value."

4. Fiqh of Hanabila

Imam Ibn Taymiyah said "The cycle of time does have a price limit." Lajnah Daimah was asked about someone who sells a car using a credit system, where the payment is delayed, there will be an additional price, but it will also increase as the payment is delayed from the specified time. Is this transaction allowed or not? He answered that if you sell the car using a credit system, it is done at a clear price, until a clear time, without additional price being added if you pay more than the specified time limit, then there is nothing wrong with the transaction.

As the word of Allah SWT "O you who believe, if you are in debt for a certain time, then write it down." It is also valid from the Messenger of Allah that he never bought something until a certain time. As for if the creditor has to increase the price if he is late paying it from the specified time, then this is not permissible by agreement of the Muslim Ummah, because that is usury ignorance which is prohibited by the Qur'an, namely their words to those who owe him "You may be able to repay the debt or you will pay more." A hadith narrated by 'Aisyah ra, states: "The Messenger of Allah bought some food from a Jew with payment owed and he also pawned a shield to him." (HR. Bukhari:2096 dan Muslim:1603).

The hadith explains that Rasulullah SAW bought food using a credit payment system, namely by pawning his shield. Pledge goods as collateral for payments that have a limited or restricted period. Based on the above argument, buying and selling with a legal credit system is permissible in the Shari'a. It is permissible to pay the price on credit, as long as the due date or time is determined and the amount of payment has been determined according to the agreement. (Khaer and Nurhayati, 2019)

الأصلُ العَقْدُ رَضِي المَتَاعِقِدِينَ وَتَنبَجْتُهُ مَا التَّرْمَاهُ بِالتَّعَاقِدِ

This means: "The original law in transactions is the consent of both parties to the contract, the result is that what was entered into is valid."

Consent in transactions is a principle. A transaction is said to be valid if it is based on the consent of both parties, where if one of the parties is under duress or coercion or also feels cheated, the contract is not valid. (Sarwat, 2018)

Requirements for the Validity of Credit Sale and Purchase Contracts

The condition for a valid contract is that the goods being contracted must be in the hands of the seller at the time of the contract. Buying and selling in installments is permitted if the seller already has the goods before the contract is made. If someone sells goods to their first owner, for example a trader says to a creditor, "I want to sell this item to you on condition that the person who owes you resells this item to me." If there is an agreement on these words, it is not permissible, because this method contains deception. (Syarifudin, 2010). Meanwhile, if someone sells goods to a buyer with a valid handover agreement, then the buyer sells the goods to a debtor, then the debtor offers the goods to someone who is willing to pay more and the goods are bought back by the first seller, then the sale and purchase is valid. . Because there was no prior agreement. (Suhendi, 2014)

Even though the sale and purchase contract on credit at a higher price than the cash price is basically permissible, however, there are conditions that must be met for its validity, so that it does not become usury and the profits become illicit assets. The following are the requirements for buying and selling credit: (Hasan, 2003)

1. This contract is not to legalize usury. This means that buying and selling is not permissible, nor is it permissible in a credit sale and purchase contract to separate the cash price and the margin bound by time and interest, because this can resemble usury.
2. Credit sellers may not sell goods that have been purchased but have not been received and are not yet in their hands to consumers. This means that the credit service party is not permitted to enter into a credit sale and purchase agreement for goods with the consumer before the goods they have purchased are received.

3. The goods sold are not gold, silver or currency. This means that it is not permissible to sell gold by credit, because this includes usury of ba'i.
4. Goods sold on credit must be received by the buyer in cash at the time the contract takes place. This means that credit buying and selling transactions are not allowed to be carried out today and goods are received the next day. Because this includes buying and selling debt with forbidden debt.
5. During the transaction, the price and amount of installments and also the time period must be clear.

RESEARCH METHODS

The research design used in this research is qualitative descriptive research with the type of socio-legal research, namely a legal science research approach that uses a social science perspective. (Fuad, 2021). Data collection techniques were through direct interview methods, namely to buyers and sellers of credit products in the Kedungbanjar village, Pemalang district, and observation of the research object. Then the data obtained is analyzed to produce research results. The data analysis model uses an interactive model by Miles and Huberman (Silalahi, 2009). This model consists of three main things, namely: data reduction, data presentation and drawing conclusions/verification. In this analysis process, after the researcher obtained data from the field regarding the endless practice of buying and selling credit due to the absence of a nominal final price and payment period, then the data was sorted between relevant data and data that was not relevant to the research. Then the data is presented in narrative form and conclusions are drawn regarding the research carried out.

RESULT AND DISCUSSION

Buying and Selling Credit Without a Payment Period

The practice of buying and selling in installments like this is commonly practiced by sellers who offer mobile credit from door to door in rural areas (Khaer and Nurhayati, 2019). The practice of buying and selling credit in villages, for example Kedungbanjar Village, is carried out through credit product provider services. If there are residents who want to buy an item by installments, the credit product provider services act as a seller by buying the goods requested by the buyer. After the desired item is purchased, the seller will deliver it to the resident concerned. The buyer pays him little by little according to his financial ability. Generally, goods that are bought and sold using a credit system through credit product providers are household goods. The procedure for paying for purchases of goods in installments is that the price of the goods plus the profit depends on the price of the goods. For example, a shoe rack with a purchase price of Rp. 200,000 plus a profit of Rp. 100,000 to Rp. 300,000, and is paid in installments until it is paid off. In practice, when the payment is paid off, the seller only says that it has been paid off and does not provide information about the actual amount of the repayment and the installments can stop when the seller says stop so that the buyer does not know when the installments are paid off.

One of the things that affects purchasing and selling installments without a payback date is the following:

Marketing Strategy

The seller explained that the reason for not mentioning a payment deadline was that the absence of a deadline was part of the marketing strategy he implemented (Setiawan and Supriyanto, 2023); (Supriyanto, Permatasari, *et al.*, 2023). When buyers feel that it is made easier by simple credit transactions, without installment targets and repayment deadlines, where buyers can suddenly be considered paid off, it proves to be effective in generating repeat orders from buyers (Supriyanto, Chikmah, *et al.*, 2023). This type of activity has been prevalent from 2017 till the present day, or for about 5 years. Because only the seller is aware of the total payments and the number of installments remaining before payback, this type of practice is actually quite risky. Additionally, neither the terms of repayment nor the number of payments that must be paid at each installment payment period are disclosed by the seller.

Wayono, as the seller, said that in this kind of practice there is no element of fraud at all, but rather helping mothers to get the goods they want, although in this case the seller does not disclose the number of installment payments or the terms of repayment, this is done so that purchasers won't be concerned about making a speedy payment in the event of weak economic situations and may still fulfill their desires. In the theory of buying and selling, the legal conditions for buying and selling are divided into two parts, namely general conditions and special conditions. General conditions are conditions that must exist for each type of buying and selling so that the buying and selling is considered valid according to sharia.(Hidayat, 2015) The special conditions that apply to several types of buying and selling are as follows:(Muslich, 2010)

1. Goods must be received.
2. Know the first price if the sale and purchase is in the form of murabahah, tauliyah, atau isyrak.
3. accept each other's (taqabudh) exchange before separating if the buying and selling is in currency (sharf).
4. Fulfillment of the terms of greeting, if the sale and purchase is a sale and purchase salam.
5. Must be the same in exchange, if the goods are ribawi goods.
6. Must be accepted for debts and receivables that are in the agreement, such as selling something with a debt (credit).

Consumer Satisfaction

Consumer satisfaction is one of the factors that influence installment buying and selling without a nominal repayment amount. In an interview with the buyer, namely Mrs. Sri Naeni, she explained that she only had trust capital because she had been buying goods in installments from Wayono for a long time so she had become a customer. And the buyer also doesn't ask how many total installments

have been paid, only that when the seller has stated that it is paid in full, the buyer will stop paying in installments. In an interview with the buyer, Mrs. Badriyah, she explained that she had previously credited another seller but there was a time period, whereas she was in a hurry and continued to be billed periodically even though Mrs. Badriyah didn't have the money to pay off the credited goods, as a result there was Mr. Wayono who making it easier for buyers who can make installments at any time, as long as it is paid in full, and there is no time limit, and at the end of the payment the seller only says that Mrs. Badriyah has paid in full. Mrs. Badriyah did not ask how much the total repayment would be at the end of the payment because she had already credited the goods without specifying the time, which was sufficient, so the repayment amount did not need to be stated again. This is what makes buyers interested in crediting goods at Wayono.

The credit concept offered by Wayono is credit with no payment deadline and no nominal installments. The key reason for continuing this transaction for years as though it has no end is the favorable response from customers who are happy and eager to use a credit system to purchase further goods. Due to the lack of payment restrictions and the small size of the installments, this type of credit buying and selling practice is actually particularly susceptible to price manipulation. Because of their laziness and unfocused long installment durations, consumers sometimes do not realize the final cost of the things they are paying for in installments. Conversely, impulsive and consumerist behaviors emerge that are contrary to the essence of Islamic economics..(Fitria and Prastiwi, 2020)

Consumptive attitude is a person's tendency to behave excessively in buying something or buying unplanned. As a result, they then spend their money blindly and irrationally, just to get things that they think can be a symbol of privilege. This attitude is caused by several things, including the convenience offered through the credit system.(Rohayedi and Maulina, 2020) This behavior is prohibited in Islam, as stated in the Qur'an Surah Al A'raaf verse 31, which means "O son of Adam, wear your beautiful clothes every time (entering) the mosque, eat and drink, and do not be excessive. Indeed, Allah does not like excessive people." In other Hadiths narrated by Imam Ahmad Matan: An-Nasa'i (2512), Ibn Majah (3595), al-Hakim and dihasankan in Sahih al-Jami' ash Shagir (4505) The Prophet Muhammad SAW said "eat and drink, give alms and dress modestly." The habit of buying credit has the impact of a consumptive and wasteful attitude, which ultimately causes someone to spend excessively. No longer buying something because it is needed, but buying something because you want it.

Islamic Law Analysis of Credit without Payment Temporary

The practice of credit payments in purchasing goods is a buying and selling transaction of exchanging money for goods through payment in

installments.(Khaer and Nurhayati, 2019) In buying and selling in installments, there is a purchase price along with a level of profit that is taken by the seller and has been agreed upon by the buyer, however, the seller and the buyer do not make an agreement on when the installment period must be completed. This installment payment without nominal installments and time has been going on for a long time, namely since 2017 until now. Starting with offering household goods door to door, or fulfilling buyers' orders which are then searched for at markets or central stores according to buyers' requests. This kind of thing has become a culture among the residents of Kedungbanjar Village, Pemalang Regency, in fulfilling their desires for household products. According to residents of Kedungbanjar Village, buying and selling transactions in installments can help the situation of people with a low economic level, because they do not require many conditions and only require trusted capital.

A credit sale and purchase agreement is carried out by agreeing on the price of a product that the buyer wants, plus a profit margin for the seller who has provided the product. This transaction is similar to buying and selling in a product delivery service business,(Kusumastuti, 2020) The difference is, in this credit buying and selling concept, the payment process is carried out in installments. The seller takes the profit he wants and is agreed upon by the buyer, but the seller does not determine the nominal installment, does not provide a time period and does not reveal the nominal amount at the end of the repayment. Sellers argue that this kind of practice is commonplace, and are worried that if the nominal installment amount is set it will burden buyers. So here the seller frees the buyer to make the payment, which can be done every day or at any time depending on the buyer. This credit buying and selling transaction has harmony and terms of buying and selling in general, where firstly there is a seller and a buyer provided that they are mature or sensible, not crazy, and have good will.(Shobirin, 2015) In this case, buying and selling with payment in installments in Kedungbanjar Village, Pemalang Regency is in accordance with the first pillars and requirements, namely traders of goods using an installment system as sellers and residents in Kedungbanjar Village as buyers.

Second, there are goods that are bought and sold on the condition that their essence is pure, that they are perfectly owned by themselves, that their nature, type and level can be known, and that they can be handed over and are also useful. In accordance with what is practiced by sellers of goods with payment in installments and a set of items being the object of sale in Kedungbanjar Village, these are items that are sacred, clear and whose nature, grade and quality can be known. Third, there is an agreement on the condition that there is continuity between the seller and the buyer in terms of price, and the timing of the payment method and then an agreement is made between both parties. Fourth, there is a price that has been agreed between the seller and the buyer

where payment has been deferred with a clear payment period, clear deposit amount, and the installment method which must be determined on a mutual basis with an element of willingness, not coercion. If adjusted to the current practice of purchasing goods in installments, the parties are not open at the start of the agreement, where the seller does not set a time period and does not provide payment at the end of the settlement. The seller only said that later ladies can pay in installments with me and later when the payment is paid in full, I will say stop paying in installments, but the seller did not tell me the amount of the payment.

Fifth, is the tempo or time period where the terms of each payment are known by both parties. In this case, it relates to the purchase of goods in installments in Kedungbanjar Village, Pemalang Regency, where there is no time period provision for the reason that the buyer does not feel burdened, this is in accordance with the expression of fiqh experts that the payment is not clear. So this kind of buying and selling is damaged, whether the scope is unclear or has exceeded the limits. Buying and selling can be said to be valid if the payment for each installment has been determined by the seller, for example, you have to deposit 10,000 per day or per week or per month, then according to the agreement of the ulama, such a time determination is valid. Because there is certainty of knowledge and there is no element of gharar.

Buying and selling in Islamic law is halal and justified as long as it fulfills the necessary conditions and is agreed upon by mujtahidin ulama experts and there is no error in it. (Holijah, 2019) The terms and conditions above show that there is a unity that cannot be separated in this kind of transaction. According to the Hanafi Madzhab, "If the rukun has been fulfilled but the conditions are not fulfilled, then the rukun becomes incomplete so that this kind of transaction becomes fasid (damaged)". (Yusup, 2020) Thus, it can be concluded that the practice of purchasing goods in installments that does not specify a time period and does not provide nominal repayment provisions according to Islamic law is considered void so that the contract in this transaction is invalid.

CONCLUSION

The practice of purchasing goods in installments in Kedungbanjar Village, Pemalang Regency is generally the same, but in practice the seller does not provide payment terms and installment amounts. This practice aims to make it easier for buyers to be able to pay credit according to their abilities and opportunities. However, this practice results in uncertainty about when the installments end. Payment by installments means there is no transparency and clarity regarding the amount of the installments and the nominal repayment. In fact, in Islamic law, buying and selling itself is permitted and justified as long as it fulfills the necessary conditions and is agreed upon by ulama experts, that the practice of purchasing goods in installments which does not specify a time period and does not provide nominal provisions for these installments

according to Islamic law is considered invalid so that the contract in This transaction is invalid. This research is not a comprehensive study, for this reason further research is needed that is normative and comprehensive on the study of credit provisions in Islam so that it does not become endless credit.

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