



IMPLEMENTATION OF AKAD SALAM IN THE PRACTICE OF BUYING AND SELLING RED BRICKS IN SUMBERINGIN KULON VILLAGE

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ABSTRACT

Salam buying and selling is an agreement to buy and sell ordered goods between a seller and a buyer with the specifications, price and order time agreed at the beginning of the contract, and payment is made in full in advance. This research aims to determine the implementation of the salam contract in the practice of buying and selling red bricks in Sumberingin Kulon village.. The approach used is a qualitative approach with descriptive methods. Data collection techniques in this research used observation, interviews and documentation. The results of this research show that the implementation of the greeting contract has been implemented in the practice of buying and selling red bricks in Sumberingin Kulon village.

Keywords: Implementation, Salam contract, Buying and selling, and Red bricks.

INTRODUCTION

In the current era is the era of consumerism, where companies and industries begin to offer a variety of products, ranging from benefits, quality, and prices that vary greatly (Yang et al., 2024). These various conveniences encourage humans to have all kinds of products to satisfy and facilitate daily activities (Duarte et al., 2018). Because each product offered must have its own advantages and disadvantages, for that everyone will definitely try to obtain all needs in an effective and efficient way (Antonio, 2001). So that with the beginning of growth development and competition in the business world in the current era is getting higher, ranging from competition between large companies to small companies. Where not only large companies have an important role in supporting the Indonesian economy, but micro, small and medium enterprises (MSMEs) also have a role that is no less important than these large companies. Because these micro, small and medium enterprises (MSMEs) can spearhead a national industry that is able to absorb a lot of labor, so as to reduce the graph of increasing unemployment (Qintharah, 2019).

So that in an increasingly developing era, a greeting contract transaction system has begun to apply in the micro, small and medium enterprises (MSMEs) sector which has become one of the separate incomes for business actors. One of them is the type of transaction in the business industry is the sale and purchase transaction of greeting contracts (Munandar et al., 2022). Akad salam is a concept used in Islamic trade transactions where payment is made in advance (Senoaji et al., 2017). In this context, the concept of a greeting contract can be applied when buyers order goods according to certain specifications, pay in advance, and then wait for the product at a later date according to the agreement.

Given that the phenomenon of buying and selling has always played an important role in human economic life throughout the ages and continues to develop with the times (dos Reis et al., 2024). Therefore, it is not surprising that many humans often take part in various activities of

buying and selling activities in everyday life, where the needs of clothing, food and shelter are unlimited needs, while no one is able to meet the needs of his life by himself without the help of others (Sabiq, 1987).

The forms of contract in buying and selling that have been discussed by scholars in muamalah fiqh are very numerous. One of them is buying and selling by way of greetings, namely a sale and purchase contract ordering of an item with agreed standard criteria and for payment in cash carried out at the time of the transaction, in other words in this greeting contract transaction the money is paid in full in advance (Saprida, 2016).

Based on this explanation, it is interested to raise the title "Implementation of Akad Salam in the Practice of Buying and Selling Red Bricks in Sumberingin Kulon Village"

RESEARCH METHODS

This research is a research that uses a qualitative descriptive approach with the type of research is field research, where this research was conducted by observation in Sumberingin Kulon village, Ngunut District - Tulungagung Regency. Data collection techniques in this study used observation, interviews and documentation.

LITERATURE REVIEW

Understanding

Akad Greetings

Greetings according to language are to synchronize and prioritize payment money. Salutations can also be called salaf. but salam is the language used by the people of Hejaz while salaf is the language used by Iraqi experts. Meanwhile, according to the term salam contract is defined as an attempt to exchange a present value with a certain item that is still in the hands of its owner and which will be handed over at a later date in accordance with the agreement of both parties. In addition, the greeting contract can also be defined as the sale of something with certain criteria that is still under the cover with synchronized payments, where this sale and purchase is carried out by deferring and prioritizing the selling price agreement first (Ummah et al., 2018)

According to Abu Azam Al Hadi (2017) there are several definitions of greetings according to scholars as follows:

Fiqh scholars define, salam is selling something (goods) whose delivery is delayed, or selling an item whose characteristics are clear with early capital payment while the goods are handed over later.

According to Shafi'iyah and Hanabilah scholars, greetings are agreements agreed to make goods with certain characteristics by paying the price first, while the goods are handed over later.

According to Malikiyah scholars, salam is a sale and purchase whose capital is paid first, while the goods are handed over according to the agreed time.

Based on the definitions above, a greeting contract is something that sells an item whose delivery is delayed, or sells an item whose characteristics are clear with payment at a later date, or in other words buying and selling greetings is an object that is mentioned in its nature in dependents or gives money in advance in cash, while the goods are handed over at a predetermined time.

Selling

Buying and selling (al-bai') consists of two syllables namely "selling and buying". Where the words sell and buy have opposite meanings, the word sell itself indicates the act of selling, while the word buy is the act of buying (Simal, 2019). While buying and selling in terminology according to Rachmat Syafei is as an exchange of something with something else (Syafei, 2004). Where

buying and selling can also be interpreted as a mu'awadhah contract, which is a contract made by two parties, where the first party later hands over the goods and the second party hands over rewards, namely both in the form of money and goods. In this case, Shafi'iah and Hanabilah mentioned that for objects in buying and selling, not only goods or objects but also benefits on the condition that exchange occurs forever, not temporarily (Muslich, 2010). So buying and selling is the establishment of a relationship between the seller and the buyer, assuming the buyer will later provide a certain amount of exchange (money) in accordance with the price agreed by both parties.

Foundation of Akad Salam

Qur'an

According to Imam Jalaluddin Al-Mahalli and Imam Jalaluddin As-Suyuti in their tafseer found that the verse about the contract of greetings in Sura Al-Baqarah: 282 is: "O believers. If you make a debt receivable for a specified time, you should write it down. And let one writer among you write it right. Let not the writer refuse to write it as God has taught him, so let him write. And let the repeating man dictate, and let him fear Allah his Lord, and let him not diminish one bit from it. If the debtor is a person who is less resourceful or weak (his circumstances), or unable to dictate himself. then let his guardian dictate it properly. And testify with two male witnesses among you. If there are no two men, then one man and two women among those whom you like from the witnesses, so that if one forgets, the other reminds him. And let not those witnesses refuse when called. And do not tire of writing it, for the time limit both small and large. Such a thing, the fairer in the sight of God, the more able to strengthen the testimony, and the closer you are to doubt, unless it is a cash trade that you enter into among you, then there is no sin for you if you do not write it down. And take witnesses when you trade, and let not writers be made difficult and neither do witnesses. If you do, then really, it is ungodly to you. And be fearful of Allah, Allah teaches you, and Allah knows all things". (Q.S. Al-Baqarah [2]:282) (Saprida, 2016a).

In relation to the verse, Ibn Abbas explains that the transaction of bai' As-Salam is evident from his expression, "I testify that the salaf (Salam) guaranteed for a certain period of time has been sanctioned by Allah in His book and permitted by Him."

Al-Hadith

From Ibn Abbas narrated that the Prophet (peace be upon him) came to Medina where the inhabitants performed salaf (salutation) in fruits (for a period of) one, two or three years. He said which means, "Whoever performs salaf (salutation) should do it with clear measures and clear scales for a fixed period of time". (Ikit, 2015)

Ijma'

In accordance with the agreement of scholars (ijma') on the permissibility of buying and selling greetings quoted from the statement of Ibn Mundhir who said that all scholars have agreed that the sale and purchase of greetings is permissible, because there is a need and need to facilitate human affairs. Owners of agricultural land, plantations or businesses sometimes need capital to manage their business until it is ready to be marketed, so buying and selling greetings is allowed to accommodate their needs. Where the provisions of ijma' clearly provide legalization of the practice of financing or buying and selling greetings (Saprida, 2016).

Pillars and Terms of Akad Salam

According to Irawan Hermansyah and Abd. Kholik Khoerulloh (2020) refers to Fatwa DSN-MUI Number 05/DSN-MUI/IV/2000 concerning Sale and Purchase of Akad Salam, including: Get along with the contract of greetings:

- Muslim (buyer) is the party who needs and orders goods.
- Muslim ilaih (seller) is a party who supplies or produces ordered goods.

- The object of the contract, namely goods or production results (muslam fiih) with specifications.
- Price (tsaman).
- Shigat, i.e. ijab and qabul.

Terms of greeting contract:

a) Contracting party: Rida of both parties and does not break promises and is legally capable

b) Goods/Production Products/Muslam Fiih

- The production to be purchased (ordered) must be clear such as, type, size (type), quality and quantity.
- These products are not included in the category prohibited by syara (unclean, haram, vague (unclear), or cause harm (cause immorality)).
- Price/ Ra; su Al Maal As Greetings
- The selling price and delivery time must be clear and stated in the agreement and must not change.
- Capital provided in the form of goods or benefits must be measured based on the fair value of the goods or benefits to be given to customers.
- The payment of Salam must be recognized at the time the capital of Salam is paid to Muslam Ilaihi.

c) The payment system and its term are mutually agreed.

Fatwa on Buying and Selling Akad Salam

The National Sharia Council establishes the rules on the sale and purchase of Salam as stated in the fatwa of the National Sharia Council number 05/DSN-MUI/IV/2000 dated April 1, 2000 (Fatwa, 2006) as follows (Sofyan S. Harahap et al, 2010):

First: Terms on payment:

- Payment instruments must be known in amount and form, whether in the form of money, goods or benefits.
- Payment must be made at the time the contract is concluded.
- Payment should not be in the form of debt relief.

Second: Provisions on goods

- It must be clearly characterized and can be recognized as debt
- Must be able to explain the specifics
- The handover was made later.
- The time and place of delivery of the goods must be established based on the agreement.
- The buyer may not sell the goods before receiving them
- No exchange of goods, except with similar items as agreed.

Third: Provisions on parallel greetings

Parallel greetings are allowed provided that:

- The second contract is separate from the first, and
- The second contract is carried out after the first contract is valid

Fourth: Delivery of goods before or in time:

The seller must deliver the goods on time with the agreed quality and quantity.

If the seller delivers a higher quality item, the seller may not ask for an additional price.

If the seller handed over goods of lower quality, and the buyer willingly accepted it, then it should not demand a price reduction (discount).

The seller can deliver the goods faster than the agreed time on conditions, that is, the quality and quantity of the goods in accordance with the agreement, and must not demand additional prices. If all or part of the goods are not in stock at the time of delivery, or are of lower quality and the buyer is not willing to accept them, then there are two options:

- Cancel the contract and ask for the money back, or
- Wait until the goods are in stock.

Fifth: Contract cancellation

Basically, the cancellation of greetings can be done, as long as it does not harm both parties, and can be agreed by both parties.

Determination of the Time of Delivery of Goods in the Greeting Agreement

Regarding the period in which goods are delivered, the fuqaha argue as follows:

- According to Hanafi, the delivery period is one month, in this case the delay with the latest is three days, but if the seller dies before the delay takes effect.
- According to Shafi'i, greetings can be immediate and delayed.
- According to Malik, the delay should not be less than 15 days (Saprida, 2016)

Expiration of Akad Salam

According to Irawan Hermansyah and Abd. Kholik Khoerulloh (2020) things that can cancel the contract in the greeting contract include:

- The ordered items are not available at the specified time.
- The goods sent are defective or not in accordance with what was agreed in the contract.
- The goods shipped are of lower quality, and the buyer chooses to refuse or cancel the contract.

In addition, the contract transaction will end if: 1) perform *ibra'* (*tanazul-an-haqq*), namely the buyer releases the seller from the obligation to realize the ordered goods, 2) the existence of a *hiwalah* contract, where the buyer transfers his receivables to another party (*huwalat-al haqq*) (Rizka Amelia Jannati and Akhmad Jufri, 2023)

Benefits of Akad Salam

In the contract of greeting is permissible in Islamic sharia because there is great wisdom and benefits for human life in *muamalat*, in which in this case both parties, namely sellers and buyers can equally benefit and benefit by using the contract of greetings, including:

- The buyer will get a guarantee to get the goods as needed and at the desired time.
- Buyers will get goods at a cheaper price when compared to cash purchases and existing goods are usually more expensive.
- While the advantage for sellers is that sellers get capital to run their business in halal ways, so they will be able to run and develop their business without having to pay interest. Thus, as long as it is not due, the seller can use the payment money to run his business and seek as much profit as possible without any obligation.
- The seller will later have flexibility in fulfilling the buyer's request, because the grace period between the transaction and the delivery of the ordered goods is quite long (Irawan Hermansyah and Abd. Kholik Khoerulloh, 2020).

RESULTS AND DISCUSSION

Making red bricks is one of the MSMEs that has been widely known to the public (Nisa et al., 2022). Because it has always been the construction of houses or buildings using red bricks as building walls (Malahayati et al., 2018). This can be seen from the number of red brick business actors in Sumberingin Kulon village, Ngunut district. The red brick making industry continues to produce every day, even though there are no orders from consumers. Because, the process of making these red bricks is still very traditional and relies on the sun's heat in terms of drying.

It is known that the red brick MSME industry was established on May 9, 2005. Where this industry is located in Sumberingin Kulon village, Rt.01 / Rw.01, Ngunut District, Tulungagung Regency East Java. This business is owned by a man named Mr. Juwadi. Based on the results of the interview that the initial capital owned by Mr. Juwadi to establish this business was Rp. 500,000 where the initial capital was allocated to start buying raw materials for bricks, namely in the form of clay on a small scale processed by Mr. Juwadi and his own son, then little by little he collected the proceeds of selling raw bricks.

As the month progressed, Mr. Juwadi began to build a place for burning bricks. After experiencing progress, Mr. Juwadi recruited several employees of around 3-5 people, which incidentally were local residents in the village to help process the red brick making.

For now he has about 4000 bricks that have not been burned while those that have been burned number 7000 because some have been sold. He burns bricks every 3 months, and after burning them within a week he sells them to suppliers at a price for 1000 bricks for Rp. 650,000. With that, this red brick business as one of the MSMEs that has become a superior product in Ngunut District, especially in Sumberingin Kulon Village. For every month, Mr. Juwadi can obtain a turnover of approximately IDR 4,000,000 – IDR 4,500,000 per month.

The practice of buying and selling contracts in Sumberingin Kulon village, Ngunut District – Tulungagung Regency is a form of buying and selling transactions by providing convenience for the community in buying something with the buyer mentioning the criteria desired by the buyer, and the buyer can also set the time regarding the delivery, so as to be able to connect between buyers and sellers who can benefit or need each other. In this case the sales transaction or purchase offer is carried out by showing or mentioning the specifications, criteria and characteristics of the red bricks later.

In terms of fiqh muamalah, transactions in this buying and selling system are the same as buying and selling transactions with the salutation contract system. Where for the sale and purchase transaction of the greeting card itself is defined as a buying and selling transaction where the price of the product is paid at the time the contract is made, and the product purchased does not exist at that time, but the specifications, type, size, location of delivery, delivery time, and other conditions are mentioned at that time. Islamic law allows the buying and selling of greetings because there is no element of fraud in the transaction, in other words, the main principle in this transaction is only to be mutually beneficial for both parties.

Akad salam is often used in this red brick buying and selling transaction, where in this contract the buyer has the obligation to pay and wait until the order is completed, while the seller's obligation is to deliver the product according to the description that has been explained to the buyer. The process of implementing this red brick order is that the industry receives orders from buyers who come directly to this red brick making industry site. The transaction is carried out by the buyer asking in advance about the price of red bricks and shipping costs, if there is an agreement between the two parties, the buyer will mention the order criteria such as quantity, time, location of delivery of red bricks, then the buyer submits money at the agreed price in advance.

Where the payment for ordering red bricks in Sumberingin Kulon village, Ngunut District, Tulungagung Regency is done at the beginning in full payment, according to an interview with Mr. Juwadi that for the delivery period of red bricks can be 2-5 days, a maximum of 10 days, because the seller produces bricks every day and is always available unless you get a large order, then the business industry will make bricks again up to the same amount. Booked fulfilled.

The implementation of the sale and purchase transaction of the greeting contract carried out by the buyer with the seller (red brick industry) in Sumberingin Kulon village, Ngunut District, Tulungagung Regency is in accordance with the basis of muamalah in the context of Islamic economics. Therefore, for the ordering system everything is in accordance with the contract of greetings in Islamic economics. Where the seller (industry) follows the wishes desired by the buyer starting from the quality of the goods. And in terms of handover of goods, it has also been carried out in accordance with the agreement between the two parties clearly. In this case, both parties between the seller and the buyer agree on the price of prepayment, stating the order criteria, namely the quantity, time, and location of red bricks delivery later.

CONCLUSION

Based on the results of the discussion, it can be concluded that the implementation of the salam contract has been implemented in the sale and purchase transaction of red bricks in Sumberingin Kulon village, Ngunut District, Tulungagung Regency, in which the buyer pays in cash at the beginning, but for the goods to be handed over at a predetermined time with the qualifications and specifications of the agreement between both parties.

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