

Specification Discrepancies to Economic Usury: A Critical Evaluation of Online 'Money Bouquet' Transactions

Ketidaksesuaian Spesifikasi hingga Riba Ekonomi: Evaluasi Kritis Praktik Jual-Beli 'Bucket Uang' Online

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Abstract: Buying and selling money buckets online poses many problems. Discrepancies in the specifications of goods that have been agreed between customers and sellers with the results are often encountered. Sellers also often experience problems, such as unilateral cancellation by the buyer. This article will examine the practice of buying and selling money buckets with an order system carried out at the online shop @Meikagallery_. This article is a field research that uses qualitative research methods. Data is obtained through observation, interviews, and documentation conducted on the owner of the money bucket buying and selling business. The data is then analyzed using an empirical juridical approach based on the provisions of Law Number 8 of 1999 concerning Consumer Protection Law and based on Fiqh Mua'malah. The result of this study is that the practice of buying and selling money buckets in the order system on the @Meikagallery_ account is not in accordance with applicable norms. Based on Law Number 8 of 1999 concerning Consumer Protection, non-compliance with the promised specifications of goods and results is a violation of positive legal norms and Islamic law. And when viewed from Fiqh Mua'malah 'aqad Istithnā' becomes void because it cannot fulfill the order according to the agreement. The transaction is also invalid because it contains an element of usury, where the buyer is charged an additional fee in exchanging money. This article provides an overview of how to ideally buy and sell a bouquet of money online, so that sellers and buyers avoid elements that are not allowed in state regulations and Islam.

Keywords: *Online Money Bouquet Transactions, Specification Discrepancies, Usury(Riba)*

Abstrak: Jual-beli *bucket* uang secara online menimbulkan banyak masalah. Ketidaksesuaian spesifikasi barang yang telah disepakati antara pelanggan dan penjual dengan hasil produk merupakan hal yang sering ditemui. Sementara, penjual juga sering mengalami masalah, seperti pembatalan sepihak yang dilakukan oleh pembeli. Artikel ini akan mengkaji praktik jual-beli bucket uang dengan sistem pesanan yang dilakukan pada online shop @Meikagallery_. Artikel ini penelitian lapangan (field research) yang menggunakan metode penelitian kualitatif. Data

diperoleh melalui observasi, wawancara mendalam, dan dokumentasi yang dilakukan pada pemilik usaha dan pembeli bucket uang. Data kemudian dianalisis menggunakan pendekatan yuridis empiris berdasarkan ketentuan Undang-Undang Nomor 8 Tahun 1999 Tentang Hukum Perlindungan Konsumen dan berdasarkan dengan Fiqih Mua'malah. Hasil dari penelitian ini menunjukkan bahwa praktik kegiatan jual beli bucket uang dalam sistem pesanan pada akun @Meikagallery_ tidak sesuai dengan norma yang berlaku. Berdasarkan Undang-Undang Nomor 8 tahun 1999 tentang Perlindungan Konsumen, tidak sesuainya spesifikasi barang yang dijanjikan dan hasil produk merupakan pelanggaran terhadap norma hukum positif dan hukum Islam. Jika dilihat dari Fiqih Mua'malah, 'aqad Istithnā' menjadi batal karena tidak terpenuhinya pesanan sesuai perjanjian. Transaksi juga menjadi tidak sah karena mengandung unsur riba, di mana pembeli dikenakan biaya tambahan dalam penukaran uang. Artikel ini memberikan gambaran bagaimana idealnya jual beli bucket uang secara online, agar penjual dan pembeli terhindar dari unsur yang tidak diperbolehkan dalam peraturan negara maupun hukum Islam.

Kata Kunci: *Transaksi Bucket Online, Ketidaksesuaian Spesifikasi, Riba.*

Introduction

Price and quality conformity in online transactions is one of the principles of Islamic law in buying and selling. This suitability is a manifestation of the honesty of online sellers and buyers. Honesty in online buying and selling is a measure of the level of trust of online customers.¹ Honesty is critical to implement in online buying and selling because it is one of the ethics in Islamic business.² Applying this principle of honesty is to protect consumers from fraud.³ That way, buyers will not be afraid to make online transactions and be free from losses.

In principle, online buying and selling is the same as conventional buying and selling in Islam, where pillars and conditions must be met to validate the sale and purchase. The pillars of online buying and selling, if quoted with conventional buying and selling, are *al-aqidain, sigbat, mahal al-'aqd, maudhu' al-'aqd*.⁴ It means Online buying and selling must also fulfill these pillars and other requirements. In addition, whether or not online buying and selling is valid is also determined by whether the transaction

¹ Billah, Zahida P'tisoma, and Wahyu Nuril Khotimah. "Jual Beli Online Dalam Perspektif Ekonomi Islam Pada Mahasiswa FEBI UNZAH." *Asian Journal of Philosophy and Religion* 1, no. 1 (2022): 1-14.

² Estijayandono, Kristianto Dwi. "Etika Bisnis Jual Beli Online Dalam Perspektif Islam." *Jurnal Hukum Ekonomi Syariah* 3, no. 1 (2019): 53-68.

³ Wulandari, Friska Muthi. "Jual Beli Online yang Aman dan Syar'i>(Studi terhadap Pandangan Pelaku Bisnis Online di Kalangan Mahasiswa dan Alumni Fakultas Syari'ah dan Hukum UIN Sunan Kalijaga)." *Az-Zarqa': Jurnal Hukum Bisnis Islam* 7, no. 2 (2015).

⁴ Salim, Munir. "Jual Beli Secara Online Menurut Pandangan Hukum Islam." *Al Daulah: Jurnal Hukum Pidana Dan Ketatanegaraan* 6, no. 2 (2017): 371-386.

is free from elements of usury and *gharar*.⁵ Until now, one of the transaction practices that still has the potential for usury is the money bucket transaction. In such transactions, if the exchange of money is treated as a sale and purchase, then the element of usury is fulfilled.⁶

On the other hand, *gharar* in online transactions is also often encountered, such as the unclear object of the goods being transacted.⁷ Even so, this transaction has positive and negative impacts,⁸ of which the negative is more significant if the contract is not done correctly. The elements of usury and *gharar* can occur in one transaction: the sale and purchase of a bouquet online (*istishna'*).

The object of study in this article is money transactions that are beautifully decorated and shaped into buckets. The subject is the online shop @Meikagallery_, which sells various types of buckets, proposal gifts, and snack tarts. A money bucket is one of the things sold by @Meikagallery_, and the definition of a *money bucket* is a bouquet of original money that is beautifully decorated. Ordering this money bucket uses an order system, so buyers order in advance via WhatsApp, listed on the @Meikagallery_ Instagram account info. At the same time, the study focuses on exchanging money on money buckets non-conformity to the specifications of the ordered bouquet.

Previous research focused more on buying and selling online or orders (*istishna'*). Astin Fitria Larasati underlines that the '*aqad* used in buying and selling transactions with an order system at the AFM flower kiosk shop in Sleko Madiun Market follows Islamic law. This is because in the order of buying and selling activities at the AFM flower kiosk in Sleko Madiun Market, the pillars and conditions of *Istithna'* are fulfilled.⁹ Irhamna argues that the cancellation of the '*aqad* of order buying and selling is very contradictory because it is not under existing procedures, and there is no willingness on the seller's part. However, due to the settlement of the cancellation employing peace, which ends with the pleasure between the two parties, the unilateral cancellation of the '*aqad* of sale and purchase of orders becomes valid

⁵ MUSTIKOWATI, ENDANG, ARPAN GULLA, and FATMA BAHASUAN. "Tinjauan Hukum Islam Terhadap Sistem Jual Beli Online." *ADPERTISLA* 1, no. 1 (2020): 61-75.

⁶ Yuslia, N. I. M. "BUKET UANG DALAM HUKUM ISLAM DAN HUKUM POSITIF." PhD diss., UIN SUNAN KALIJAGAYOGYAKARTA, 2023.

⁷ Janah, Samrotul. "Tinjauan Fiqh Muamalah dan Hukum Perlindungan Konsumen Terhadap Jual Beli di Toko Online pada Masa Pandemi Covid-19." *Cerdika: Jurnal Ilmiah Indonesia* 1, no. 6 (2021): 735-745.

⁸ Rahmadani, Wahyu. "Analisis Terhadap Penggunaan Uang Kertas Sebagai Bouquet dalam Perspektif Hukum Islam dan Undang-Undang Nomor 7 Tahun 2011 Tentang Mata Uang." PhD diss., UIN Ar-raniry, 2021.

⁹ Astin Fitria Larasati, "Tinjauan Hukum Islam Terhadap Praktik Jual Beli Buket Bunga Dengan Sistem Pesanan Di Kios Bunga Afm Pasar Sleko Madiun," *Skripsi*, (Ponorogo: Fakultas Syariah Institut Agama Islam Negeri Ponorogo, 2021).

according to the view of Islamic law.¹⁰ Gisca Adella highlights consumer protection against buying and selling via Facebook. According to Islamic law, buying and selling via Facebook in Kenjeran Surabaya includes invalid buying and selling (*fasid*). This practice also violates Law No. 8 of 1999 concerning Consumer Protection, which contradicts articles 4, 7, and 9.¹¹ Nur Intan et al. stated that the practice of ordering goods transactions in two ways. First, visiting the store directly; and Second, ordering can be done by telephone media, via WA (WhatsApp) by sending the desired image or explaining the specifications of the item you want to order, be it the size, color, material to be used, and others. The sale and purchase becomes invalid because the object of the *'uqad* determination of the delivery of goods cannot be delivered in accordance with the agreed conditions.¹²

There are several studies related to the sale and purchase of money buckets. Some studies look at the law of buying and selling money buckets from Islamic law. Cardina Nur Fadila Octavia stated that the sale and purchase of money buckets on the @RUM.GIFT Instagram account is halal because the additional money is used as payment for services (*ijarah*).¹³ Yuslia underlined that in Islam, money is a medium of exchange, not a commodity that is traded. So, the contract for selling and purchasing money bouquets must be clear to guarantee their halalness. Meanwhile, making a bouquet that damages the currency is considered criminal because Indonesian currency has a special position in the state.¹⁴ Deby examines the *ijarah* contract in the sale and purchase of flower bouquets at the @projectka online shop, which she believes sets the *ijarah* rate beyond the nominal value of the money used as the bouquet object.¹⁵

Based on the above studies, this is the first time anyone has focused on the issue of buying and selling money buckets online, especially on the @Meikagallery_ account. This article will answer two critical questions: how is the practice of buying

¹⁰ irhamna, "tinjauan hukum islam terhadap pembatalan akad jual beli pesanan perabot secara panjar di kecamatan simpang tiga kabupaten aceh besar (analisis terhadap pembatalan sepihak dalam konsep bai' istihsna)," *skripsi*, (Aceh: *fakultas syari'ah dan hukum universitas islam negeri ar-raniry*, 2018).

¹¹ Gisca Adella, "Analisis Hukum Islam Dan Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Jual Beli Kambing Via Facebook Di Kenjeran Surabaya," *Skripsi, Fakultas Syariah Dan Hukum Universitas Islam Negeri Sunan Ampel*, 2021.

¹² Nur Intan, Muhammad Asra, Dan Ibrahim Tawile, "Implementasi Akad Istishna' Pada Transaksi Jual Beli Furniture Ditinjau Dari Perspektif Ekonomi Islam (Studi Kasus Usaha Furniture Kec. Kolaka)," *Jurnal Syariah Hukum Islam*, 7 Juli 2021.

¹³ Cardina Nur Fadila Octavia, "Analisis Hukum Islam dan Undang-Undang Perlindungan Konsumen Terhadap Jual-Beli Bucket Uang Pada akun Instagram @RUM.GIFT," *Skripsi*, (Surabaya: *Fakultas Syariah dan Hukum Universitas Islam Negeri Sunan Ampel*, 2022).

¹⁴ Yuslia, N. I. M. "Buket Uang Dalam Hukum Islam Dan Hukum Positif." PhD diss., UIN SUNAN KALIJAGAYOGYAKARTA, 2023.

¹⁵ Octariani, Debby. "Tinjauan Hukum Islam Terhadap Akad Ijarah Buket Uang (Studi Kasus di Akun Instagram@ projectka)." PhD diss., UIN Raden Intan Lampung, 2020.

and selling money buckets with an order system on the @Meikagallery_ account? Furthermore, how is reviewed from Law Number 8 of 1999 concerning Consumer Protection and *Fiqh Mua'malah* regarding the practice of buying and selling money buckets on the @Meikagallery_ account? This article is a field research through a qualitative approach. This article is an analytical descriptive research. This investigation was carried out using an empirical juridical approach and data collection techniques using observation, interviews, and documentation. The author uses the inductive data analysis method.

Consumer Protection: How does Law No. 8 of 1999 Protect Online Consumers?

The role of law in the progress of the Indonesian economy is to realize a more reasonable economy and trade market. In this case, no business actor can control the market as long as consumers have the right to choose a product/goods that have the best price and quality offerings. Furthermore, business actors can only charge up to a reasonable price or offer products with substandard quality. Consumers can switch to another producer when they feel the previous business actor is charging above-average prices and substandard product quality.¹⁶

Business actors often harm consumers in their buying and selling activities. Conversely, consumers rarely sue for losses suffered due to the actions of unscrupulous business actors. Therefore, laws are made to protect consumers, a very vulnerable group. The government has established legal guidelines regulated by law to protect consumers. The definition of *consumer protection* in the Consumer Protection Law No. 8 of 1999, paragraph one, states, "*Consumer protection is all efforts that ensure legal certainty to provide protection to consumers.*"¹⁷

It is expected that Law No. 8/1999 on Consumer Protection is a bulwark to eradicate the behavior of trade actors that harm consumers. Consumer Protection Law Number 8 of 1999 seeks to protect consumers. This does not mean that the interests of business actors are ignored; thus, Law Number 8 Year 1999 on Consumer Protection also regulates the rights and obligations of consumers and business actors to serve as guidelines in economic activities, both in the form of goods and services.

Consumer protection law can be defined as a set of policies designed to protect customers when purchasing products and services. This protection provides legal certainty and is based on the concepts of expediency, justice, balance, consumer security, and safety. In Islamic economic law, all consumers are provided as a whole without distinguishing the status or type of consumer. In Islam, consumers are all

¹⁶ Zulham, *Hukum Perlindungan Konsumen*, Edisi Revisi, vol. cet. Ke-2 (Jakarta: Kencana Prenada Media Grup, 2020), hlm. 21.

¹⁷ Undang-Undang No.8 Tahun 1999 Tentang Perlindungan Konsumen, Pasal. 1.

users who use goods or services, whether they are used directly, or the goods or services are used as tools to produce the next stage.¹⁸

In the explanation of Consumer Protection Law Number 8 Year 1999, business actors include companies, cooperatives, State-Owned Enterprises corporations, importers, distributors, entrepreneurs, and others. However, exporters are not included in the definition of business actors. This is because the Consumer Protection Law No. 8 of 1999 limits individual entities and business entities that carry out economic activities in the jurisdiction of the Unitary State of the Republic of Indonesia. Therefore, exporters involved in export activities and selling goods and services abroad are not included in the group of business actors in the law.

Article 4 explains what rights consumers receive after carrying out their obligations, among others:¹⁹

1. The right to security, comfort, and safety in consuming a good or service
2. The right to choose goods and services and obtain goods and services by the nominal exchange and conditions and guarantees that have been used
3. The right to accurate, clear, honest information about the conditions and guarantees of the services used
4. The right to voice opinions and complaints about the goods and services used
5. The right to obtain protection support, as well as fair dispute resolution in consumer protection
6. The right to receive guidance and consumer education
7. The right to be treated or served correctly and honestly and non-discriminant
8. The right to receive compensation or back pay if the goods or services received do not follow the agreement or are not as they should be
9. Rights stipulated in the provisions of other laws and regulations.

If consumers demand that their rights be fulfilled, they must also fulfill their obligations first. Consumer obligations stipulated in the Consumer Protection Act are contained in Article 5, including the following: a) Read and follow information instructions and procedures for the use or use of goods and/or services for safety and security; b) Have good intentions in carrying out transactions to purchase goods and/or services; c) Pay according to the agreed exchange rate; d) Participate in reasonable legal settlements for user protection disputes.²⁰

Consumer protection is held as a joint effort based on five principles that are relevant in national development, namely: a) The principle of benefit, which means

¹⁸ Muhammad dan Alimin, *Etika dan Perlindungan Konsumen dalam Ekonomi Islam* (Yogyakarta: BPFE, 2004), hlm. 130.

¹⁹ “Undang-Undang No.8 Tahun 1999 Tentang Perlindungan Konsumen,” pasal 4.

²⁰ *Ibid.*, Pasal 5.

that all efforts to protect consumers must benefit consumers and business actors as a whole; b) The principle of fairness, which means that society must participate optimally and provide opportunities for consumers and business actors to obtain their rights and obligations in a fair and balanced manner; c) The principle of balance, which means that the interests of business actors, consumers, and the government must be balanced in terms of consumer protection; d) Consumer Safety and Security is to ensure that consumers are safe and secure when using, using, and using purchased goods and services; e) The principle of Legal Certainty ensures that consumers, business actors, and consumers remain under the law, and the state guarantees legal certainty.²¹

Buying and Selling Money as a Bouquet in Islam: *Istithnā'* with *Riba* and *Gharar*?

Buying and selling transaction activities are human activities that exchange something for something, and buying and selling activities are one of Fiqh Mua'malah. While according to the term is the activity of exchanging property for property based on the rules set by *Shara*²² Business activities occurred at the time of the Prophet Muhammad SAW, the Prophet Muhammad SAW is a role model for business actors because he managed to manage the business with trustworthiness and honesty.²³ He has noble morals to establish a harmonious relationship between business actors and consumers or business actors with other business actors.

In buying and selling activities, violations must be committed by business actors as sellers and consumers as buyers, so the role of law in the progress of the Indonesian economy is to create a competitive economy and market. In this case, no business actor can control the market as long as consumers have the right to choose which products/goods have the best price and quality offerings. Moreover, no business actor can set prices above the average or offer substandard-quality products.

Buying and selling (*bai'*), according to *Shara'* is the exchange of property for property or the transfer of ownership of goods to the exchanger. Trading activities are commonly carried out by the community, including Muslim communities, in their daily activities. However, in this commercial transaction activity, sometimes there are violations of the rules and rights of others, such as fraud and excessive profit-taking.

²¹ Ibid., Pasal 6.

²² Akhmad Farroh Hasan, "Fiqh Muammalah dari Klasik hingga Kontemporer," *UIN-Maliki Press*, Cet.1, 2018, 29.

²³ Muhamad Ulul Albab Musaffa, Dakum, Ahmad Hujaj Nurrohim, Muhammad Rosyad Sudrajad, "Study the Philosophy of Islamic Law in Determination Percentage of Zakat Mal", *Az-Zarqa': Jurnal Bisnis Hukum Islam*, No.1 Vol. 14 (2022), hlm. 25.

Of course, in Islamic law, it is very inappropriate. Islam has regulated all aspects of community life, aiming to protect and create benefits for humans.²⁴

In *fiqh* sharf, it sells and buys the value of money (precious metals with precious metals, silver with silver).²⁵ The activity of buying and selling money is allowed because the prophet Muhammad SAW allowed his people to carry out the activity of buying and selling *ribani* merchandise with each other on condition that the delivery is in cash or from hand to hand. The legal basis for money trading based on the Qur'an and Hadith as follows:

In the Qur'an surah An-Nisa (4): 29 Allah SWT Says:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا لِيَأْتِيَهُمُ الرِّبَا أَمْوَالَهُمْ بَيْنَهُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

*O people of faith, do not take your neighbor's property by wrongful or improper means, except in lawful transactions based on mutual agreement between you. Also, do not commit suicide. Indeed, Allah is very merciful to you.*²⁶

In order for the money-for-money trade to be valid, it must fulfill several predetermined pillars, among others: The contractor, the object of the contract, and the *Sighat* (*ijab qabul*). According to Islam, the conditions in the sale of money include: a) There is a handover from both parties before parting. This activity must be done to avoid *riba nasi'ah* (usury of delay); b) There is uniformity in size or type if the two goods are the same. The currency traded in this trading activity must be the same if the type of currency is the same, and the size and scale must be the same. c) Free from *kyar syarat* rights. The transaction must be done in cash (in this transaction, there should be no deferment). If this rule cannot be fulfilled, then the transaction will fail. The delivery between the two goods must be simultaneous, or both parties must hand over the goods being traded, which must be carried out before the two separate.²⁷

Online transactions in order a bouquet of money can be categorized as *Istithna's* sale and purchase. *Istithna's* sale and purchase is one of the activities similar to the *salam* contract trading activity because the object to be traded is still intangible. The object to be produced has binding properties during the manufacturing process when the transaction occurs. According to etymology, *Istithna's* asks someone to make an item to carry out a task.

²⁴IAIN PARE, "Fiqh Muamalah Jual-Beli dalam Islam," <https://muamalah.iainpare.ac.id/2019/06/fiqih-muamalah-jual-beli-dalam-islam.html>, akses tanggal 08 November 2022.

²⁵ Amalia Alfi, Saparuddin Siregar, dan Sugianto, "Transaksi Valuta Asing (Sharf) dalam Prespektif Islam dan Aplikasinya dalam Bank Syariah," *JIEI*, 2, Vol. 8 (2022): hlm. 3.

²⁶ Departemen Agama RI, "*Al-qur'an dan Terjemahannya*," (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, 2019), hlm. 112.

²⁷ Wahbah Az-zuhaili, *Fiqh Islam Wa Adillatuhu* (Jakarta: Gema Insani, 2007), hlm. 279.

Wahbah Az-zuhaili, in the book *Al-fiqh Al-Islami Wa Adillatuhu*, said that '*aqad Istithnā*' resembles '*aqad salam*', because the goods being traded still do not exist at the time of '*aqad*'. But there are differences between '*aqad salam* and '*aqad Istithnā*' that '*aqad salam* requires the buyer to hand over the money at the beginning in cash as the initial capital of the maker/seller in making the ordered goods. Whereas in '*aqad Istithnā*' does not require the buyer to submit capital at the beginning in cash because in '*aqad*' this allows the buyer to pay at the beginning of the craft, in installments, or paid after the goods are completed.²⁸ The '*aqad Istithnā*' legal basis is taken from the arguments that legalize buying and selling activities found in QS. Al-Baqarah [3]:275 Allah says:²⁹

...وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا...³⁰

Whereas Allah has justified buying and selling and forbidden usury.

The '*aqad Istithnā*' is mentioned in HR. Tirmizi who narrated "Narrated *al-Hasan bin Ali al-Khalal*, narrated *Abu Amir al-Aqdi*, narrated *Kathir bin Abdullah bin Amr bin Abi Anfal al-Mazani*, from his father, from his grandfather, verily the Messenger of Allah (*saw*) said: *peace is allowed among Muslims with good, but not forbidding the halal and forbidding the haram, in principle Muslims are in accordance with the conditions that have been determined except for the condition of forbidding the halal or forbidding the haram.*³⁰

The opinion of the Hanafi and Hambali scholars, the pillars of '*aqad Istithnā*' include *ijāb qābul*, where in '*aqad Istithnā*' there must be agreement and willingness of both parties. While the opinion of Imam Maliki, the pillars of '*Istithnā*' sale are the same as the pillars in the '*aqad salam*', such as: a) The buyer is the party who needs and orders an item. b) The seller is the party who makes the goods ordered from the buyer. c) Money or capital, and there is a mention of the price in the agreement. d) Muslim *fih* is the object / item to be traded. e) *Sighat* is *ijab qabul*.³¹

On the other hand, buying and selling that is prohibited in Islam is buying and selling that contains elements of usury. Usury is the profit obtained through illegal trade that can give a loss to one of the parties in the transaction contract. Furthermore, usury in the sense of expansion and enlargement, and according to the word usury is a levy, which means charging excess fees from the main property and capital that is done incorrectly.³² In *muamalah fiqh Riba*, which can come from debt or exchange, is prohibited in Islam.

Foundations of the Prohibition of Usury According to the Qur'an and Hadith. Allah urges His people in the Qur'an to refrain from usury. Through His

²⁸ Wahbah Az-zuhaili, *Al-fiqh Al-Islami Wa Adillatuhu*, Juz 5 (Beirut: Dar al-fikr, 1989), hlm. 3.646.

²⁹ Departemen Agama RI, "*Al-qur'an dan Terjemahannya*", ..., hlm. 61

³⁰ Abu Azam Al Hadi, *Fikih Muamalah Kontemporer* (Depok: Rajawali Pers, 2017), hlm. 220.

³¹ *Ibid.*, hlm. 216.

³² "Akhmad Farroh Hasan, *Fiqh Muamalah dari Klasik hingga Kontemporer*, ..., hlm. 11."

four suras, Allah SWT gradually reveals the forbidden. There are four suras that were revealed gradually And the following are the verses QS. Ar-Rum [21]: 39³³

وَمَا آتَيْتُمْ مِنْ رَبًّا لِيَرْبُوَ فِي أَمْوَالِ النَّاسِ فَلَا يَرْبُوا عِنْدَ اللَّهِ وَمَا آتَيْتُمْ مِنْ زَكَاةٍ تُرِيدُونَ وَجْهَ اللَّهِ فَأُولَئِكَ هُمُ الْمُضْعِفُونَ

And what you give in usury to increase the wealth of others, usury does not increase in the sight of Allah; and what you give in charity to seek the pleasure of Allah, those are the ones who multiply (the reward).

And according to a hadith narrated by a companion of the Prophet, 'Ubadah bin Shamit ra, the Prophet said:

"(Exchange) gold for gold, silver for silver, wheat for wheat, millet for millet, dates for dates, salt for salt in equal amounts. and in cash. If they are of different types, you may exchange them for whatever you choose as long as it is in cash."

Another companion of the apostle of Allah, Jabir ra, narrated the hadith that: *"Avoid seven things that destroy!" said Abu Hurairah ra from the Messenger of Allah SAW. 'What are these seven conditions, O Messenger of Allah?' asked the companions. 'associating partners with Allah SWT, sorcery killing a soul that Allah SWT has forbidden except in the right way, eating usury, eating the property of orphans, fleeing from battle, accusing adultery with a polite believing woman who is negligent in doing bad deeds,' he said said."*

There is another pardiansah also quoted the hadith from the Prophet's companion, Mas'ud, who said that the Prophet said:³⁴

"There is no one who increases usury, but his end will be loss."

Usury has two kinds, namely the first usury related to buying and selling and the second is usury related to debt. Among others: a) Usury caused by buying and selling activities is called buyu' usury. In buyu' usury there is fadhl usury, nasa'/riba yad usury, and nasi'ah usury, b) Usury in accounts receivable operations is also known as Riba qardh. Within the usury of qardh there is usury of nasi'ah and usury of jahiliyah.³⁵

The Practice of Buying and Selling Money Buckets with an Order System on the @Meikagallery_ Account

In the practice of buying and selling money buckets on the @Meikagallery_ account, the seller needs help, namely that several buyers order goods. However, when the seller confirms the goods related to the goods that have been ordered have been assembled, the buyer cannot be contacted. Because of this, the money bucket seller on the @Meikagallery_ account suffered a loss because in making money

³³ "Departemen Agama RI, *Al-qur'an dan Terjemahannya*, ..., hlm. 587."

³⁴ Pardiansyah, Elif. "Konsep Riba Dalam Fiqih Muamalah Maliyyah dan Praktiknya Dalam Bisnis Kontemporer." *Jurnal Ilmiah Ekonomi Islam* 8, no. 2 (2022): 1270-1285.

³⁵ *Ibid.*

buckets, the seller always uses good-quality raw materials. If the buyer cancels the order, the materials in making the bucket are wasted, and the seller feels a loss of time while making the money bucket. @Meikagallery_ prioritizes customer satisfaction so that the goods cannot be resold because the goods are ordered according to the shape and wishes of the consumers.

At another time, buying and selling money buckets at @Meikagallery_, one of the buyers also experienced a mismatch of agreed goods. This buyer in payment uses full payment at the beginning of the order when handing over money to the seller to be assembled. The buyer wants to add to the bucket to be decorated with dried flowers with an additional fee that has been determined. However, when the goods are finished, the goods received do not match what has been agreed upon as an initial agreement, and there needs to be clarity in this matter. The seller argues that the buyer never said to add dried flower decorations to the bucket of money. So, both the problems experienced by consumers and business actors need to fulfill several articles of Law Number 8 of 1999 concerning Consumer Protection and *fiqih mua'malah*.

There is something unique in ordering money buckets from the @Meikagallery_ online bucket shop, namely that the seller requires customers to bring their own money to be assembled so that the seller only receives service money in assembling the ordered money buckets. If the consumer still needs to get new money to be assembled, the business actor provides it, but there is an additional fee. Furthermore, @Meikagallery_ only serves orders via social media, such as WhatsApp chat, which is listed in their information on social media (Instagram).

Business actors need approximately 1-3 days in their work, depending on the difficulty and number of consumer requests. Therefore, business actors provide rules that orders can be ordered seven days before the desired time and a maximum of 3 days before. Consumers can order money buckets according to their wishes, such as the color of the paper, the amount of money, and the shape of the bucket, and they can be added with dried flower decorations.

In practice, the perpetrator explained that he had experienced a detrimental thing, namely that the consumer canceled the order without any confirmation to the business actor, even though the goods he had ordered had been completed. So that business actors experience material and time losses. In his interview, the business actor said:

"In mid-2018 there was a person who ordered a money bucket with a nominal value of Rp. 5000 with a series of 10 stalks so that the total order was Rp. 105,000, we agreed that the bucket purchase was paid when the goods were completed. But when I confirmed

the completed order, the customer could not be contacted, we waited for 2 days but until then the customer could not be contacted."³⁶

In her explanation, Mrs. Mei said that in 2018, she still uses the money system from the seller so that if the consumer makes a unilateral cancellation, the business actor cannot guarantee at any time the consumer makes a unilateral cancellation. Furthermore, the bucket shop @Meikagallery_ only accepts consumer orders in bucket orders. If there is a cancellation, the business actor will dismantle the series so that the business actor suffers material losses. The materials used by business actors are of the best quality, so the money buckets are sturdy and not quickly withered.

Business actors require that the money to be assembled into buckets of money from consumers, but if the consumer does not have the money, then the consumer can buy from the business actor with a nominal if the money exchange is fractions of "Rp.2000, -, Rp.5000, -, Rp.10,000, - and Rp. 20,000, -" then the amount per sheet is multiplied by 10%. Meanwhile, if the nominal denomination of money is "Rp. 50,000, - and Rp. 100,000, -" then the number of pieces is multiplied by 5%. In this transaction activity, the business actor does not explain that there is compensation if the goods are not by the initial agreement. Furthermore, there is no guarantee if one of the business actors or buyers makes a unilateral cancellation. This was experienced by one of the consumers who had ordered a bucket of money at the @Meikagallery_ online bucket shop as follows:

*"I once ordered at the @Meikagallery_ online bucket shop, I ordered it in 2021 I ordered with a nominal value of 2000 rupiah with a total of 20 sheets and dried flower decorations IDR 20,000. With a total payment of IDR 120,000"*³⁷

When placing the initial order, Nadia only ordered the money to be formed into buckets, but at the time of handing over the money, the business actor offered that the bucket of money would be decorated with flowers if the buyer wanted it, there would be an additional fee of 20,000. and the buyer agreed and immediately paid in cash. Because Nadia chose to pay at the beginning, when the 'aqad took place.

However, when the goods are received, they are not in accordance with the initial agreement, and the consumer holds the business responsible for replacing them. But the business actor said he could not, because the order that had been received was appropriate. Whereas at the time of handing over the money and paying the bucket money, the consumer wants to be decorated with flowers and the business actor agrees. But at the time of payment of the bucket of money the consumer is not given a note or a sign that the consumer has ordered and paid in full.

³⁶ Hasil wawancara dengan ibu Mei selaku pemilik toko bucket online @Meikagallery_, diakses 10 Maret 2023.

³⁷ Hasil wawancara dengan kakak nadia selaku konsumen toko bucket online @Meikagallery_, 12 Maret 2023.

Analysis of Law Number 8 of 1999 concerning Consumer Protection in the Practice of Buying and Selling Money Buckets with an Order System on Account @Meikagallery_

Buying and selling is exchanging goods or money for money according to mutual agreement. In carrying out buying and selling practices, business actors and consumers must be mutually agreeable; if there is a mismatch of goods, consumers can get compensation. After all, consumers are protected by Law Number 8 of 1999 concerning consumer protection because consumers are considered weak compared to business actors.

Article 1 of Law No. 8/1999 on consumer protection explains that "consumer protection is based on benefits, justice, balance, and consumer safety"³⁸ as well as legal certainty." Article 2 explains that "consumer protection is based on benefits, justice, balance and consumer safety, and legal certainty."³⁹ In its implementation, the practice of buying and selling buckets of money at the @Meikagallery_ shop, business actors do not fulfill the principle of justice because one consumer does not get justice because when consumers complain because the goods received are not by the initial agreement, they are not heard. Business actors try hard to keep saying that the goods they work on are by the agreement. So, business actors cannot fulfill Article 2 regarding the principle of justice.

Article 3 explains the purpose of the establishment of Law No. 8 of 1999 concerning Consumer Protection. 8 of 1999 concerning Consumer Protection, one of which is contained in Article 3 paragraph 3, which states that: "increasing consumer empowerment in choosing, determining, and demanding their rights as consumers."⁴⁰ However, in its implementation, consumers are not given time to choose whether or not to accept the goods because the goods received by consumers differ from the previous agreement. Consumers do not get their rights, namely getting compensation or replacement, because the goods received are not by the agreement. So, in this case, the business actor needs help to fulfill Article 3, paragraph 3.

Not only these two articles, if reviewed in article 4, business actors violate the rights received by consumers, namely in point 2 regarding: "the right to choose goods and services and obtain goods and services by the nominal exchange and conditions and guarantees that have been used;"⁴¹ In practice, business actors also do not provide a price list to consumers so that consumers cannot choose freely, in practice consumers must first ask this nominal per sheet how much the service costs

³⁸ "Undang-Undang No.8 Tahun 1999 Tentang Perlindungan Konsumen, Pasal 1."

³⁹ *Ibid.*, Pasal 2.

⁴⁰ *Ibid.*, Pasal 3.

⁴¹ *Ibid.*, Pasal 4.

and the business actor does not explain what guarantees will be given if the goods received are not suitable and in the agreement also the business actor does not explain what consequences are received by consumers if the finished goods are suddenly canceled without prior confirmation. Business actors do not apply Article 4 point 2 in their buying and selling practices.

Article 4 point 4 explains that "consumers have the right to have their opinions and complaints about the goods used heard." In its implementation, business actors cannot accept and do not listen to complaints from consumers about goods received that are not suitable. So that Article 4 point 4 business actors cannot fulfill it. Furthermore, Article 4 point 5 explains that "consumers have the right to obtain advocacy, protection and efforts to resolve consumer protection disputes;" so that if the consumer feels unfair and deceived about the products sold by business actors, then consumers have the right to advocacy..

Article 4 point 8 also explains that "The right to compensation, compensation, or replacement, if the goods or services received are not in accordance with the agreement or not as they should be;"⁴² in the practice of buying and selling money buckets on the @Meikagallery_ account when there is a mismatch in the goods received, consumers do not get compensation because in the agreement the business actors do not explain the compensation for goods that are not suitable and do not explain the guarantees given if there are things that harm consumers. So that business actors do not fulfill article 4 point 8.

The seller as a business actor does not carry out his obligations properly as regulated in Law Number 8 of 1999 concerning Consumer Protection contained in article 7 paragraph (a) concerning business actors acting in good faith in carrying out their business activities.⁴³ However, in practice, experienced by one of the consumers, the business actor did not act in good faith in compensating consumers because the goods received were not suitable. So that article 7 paragraph (a) cannot be applied by business actors.

Article 7, paragraph (g) also explains that business actors must compensate consumers if the goods received are not by the agreement.⁴⁴ In its implementation, business actors do not compensate consumers for goods received that are not in accordance. So, article 7 paragraph (g) is also not applied in the money bucket buying and selling system in the @Meikagallery_ account.

On the other hand, business actors have also experienced losses because one of the consumers canceled without any confirmation from the seller. When viewed from Law Number 8 of 1999 concerning consumer protection, Article 5 paragraph (b) explains that consumers are obliged to act in good faith in purchasing goods

⁴² *Ibid.*

⁴³ *Ibid.*, Pasal 7.

⁴⁴ *Ibid.*, Pasal 7.

and/or services.⁴⁵ In its implementation, consumers do not fulfill their obligation to act in good faith in making buying and selling transactions because when the seller reconfirms that the bucket has been completed, the consumer number is checked once. The seller waits up to two days, but there has yet to be a response. So that consumers do not fulfill Article 5 paragraph (b).

Article 5, paragraph (c) reads: "*Consumers are obliged to pay following the agreed exchange rate.*"⁴⁶ The buyer made a unilateral cancellation so that he could not fulfill his obligation to pay for the goods by the agreement agreed upon by the two parties. So, in this case, consumers cannot carry out Article 5, paragraph (c).

Not only that, from this, business actors do not get their rights listed in Article 6 paragraph (a), which reads "*the right to receive payment by the agreement regarding the condition and exchange value of the goods and / or services traded;*"⁴⁷ because of the actions of the buyer who made a unilateral cancellation, the rights that the seller should receive because he has fulfilled all his obligations are not fulfilled.

Law Number 8 of 1999 concerning consumer protection protects consumers and business actors. Therefore Law Number 8 of 1999 concerning Consumer Protection contains articles on consumer obligations and lists the rights received by business actors.

Analysis of Fiqh Mua'malah in the Practice of Selling Money Buckets with an Order System Whose Money Comes from Buyers or Business Actors

Buying and selling activities are not only regulated by law, but religion also regulates them. When viewed from fiqh mua'lah, buying and selling activities with an order system whose basic material money from the buyer is classified as 'aqad Istithnā' because the payment system can be paid at the beginning of the agreement, in installments or at the end after the order is completed. And Istithnā' has a legal basis in the Qur'an and Hadith. The legal basis of the Istithnā' 'aqad is taken from the arguments that legalize buying and selling activities, found in QS. Al-Baqarah (3) verse 275 "Allah says:⁴⁸

...وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا...⁴⁸

Whereas Allah has justified buying and selling and forbidden usury.

Also in Hadith, "*Narrated al-Hasan bin Ali al-Khalal, narrated Abu Amir al-Aqdi, narrated Kathir bin Abdullah bin Amr bin Abi Anaf al-Mazani, from his father, from his grandfather, that the Messenger of Allah (saw) said: peace is allowed among Muslims in a good manner, but*

⁴⁵ *Ibid.*, Pasal 5.

⁴⁶ *Ibid.*

⁴⁶ *ibid.*

⁴⁸ "Departemen Agama RI, *Al-qur'an dan Terjemahannya*," ..., hlm. 61.

not forbidding the lawful and forbidding the unlawful, in principle, Muslims are in accordance with the conditions that have been determined except for the condition of forbidding the lawful or forbidding the unlawful". HR. Tirmidhi⁴⁹

As well as in the practice of the sale and purchase agreement if it is said to be valid if the terms and conditions of the '*aqad Istithnā*' are fulfilled. According to the Hanafi and Hambali scholars, the pillars of '*aqad Istithnā*' are *ijāb qābul*. In '*aqad Istithnā*,' there must be a willingness in each party concerned. As well as the opinion of Imam Maliki, the pillars of Istithnā sale-purchase are the same as the pillars contained in the '*aqad salam*, such as seller-buyer, money or capital, and some call the price, *Muslim fihī* is the goods to be traded, *Sighat* is *ijāb qābul*.⁵⁰ In its implementation, the '*aqad Istithnā*' pillars have all been implemented.

As well as there are Terms '*aqad Istithnā*' which must be fulfilled all, among others: a) Each party in carrying out business activities '*aqad Istithnā*' must be a person of reason, and have the authority to carry out sale and purchase transaction activities, b) The form of objects to be made must be clear, such as quality, type, quantity, type, nature, size and quality. c) Both parties must be mutually agreeable and not break each other's promises.⁵¹ The Terms of '*aqad Istithnā*' are implemented in its implementation. However, from the problems that consumers have experienced, one of the conditions of '*aqad Istithnā*' is not fulfilled, which makes '*aqad Istithnā*', which both parties carry out, become void. In this case, consumers can apply for their *kebiar* rights.

Based on the provisions mentioned, if the order for the money bouquet is made using the seller's money, the specifications stated in the Istishna contract must be precise. That what is sold is not money, but the service of arranging it. The buyer must reimburse the amount of money used by the seller in arranging the bouquet according to the amount of money used, while the rest is a service fee. If it is clearly agreed upon, there will be certainty about the object of sale. Is it the money in the bouquet that is sold or the service? On the other hand, the seller must fulfill all the order specifications agreed upon in the contract. This avoids the principle of *ghabar* (uncertainty) in selling and purchasing a bouquet of money.

It has also been explained that buying and selling money buckets on the @Meikagallery account requires that "the money be assembled into money buckets" from consumers. However, if the consumer does not have the money, then the consumer can buy from the business actor with a nominal if the money exchange is fractions of "Rp.2000, -, Rp.5000, -, Rp.10,000, - and Rp. 20,000, - then the amount

⁴⁹ "Abu Azam Al Hadi, Fikih Muamalah Kontemporer", ..., hlm. 220.

⁵⁰ Elif Pardiansyah, "Konsep Riba Dalam Fiqh Muamalah Maliyyah dan Praktikanya Dalam Bisnis Kontemporer,", hlm. 216.

⁵¹ Sri Nurhayati dan Wasilah, *Akuntansi Syariah di Indonesia*, cet. ke-2, revisi (Jakarta: Selemba Empat, 2009), hlm. 213.

per sheet is multiplied by 10%. Meanwhile, if the nominal denomination of money is "Rp. 50,000, - and Rp. 100,000, -" then the number of pieces is multiplied by 5%.

Buying and selling money for money is allowed if all the pillars and conditions are met. The opinion of the majority of scholars on the sale of money is allowed because it refers to the hadith of Ibn Umar r.a:

"Do not sell gold for gold unless they are of equal weight. Do not exaggerate the weight of one over the weight of the other, and do not sell silver for silver unless they are of equal weight. Do not exceed the weight of one by more than the weight of the other. And do not exchange gold for silver, one for cash and the other for debt.."

This hadith explains that the sale of money can be valid if the currency is of the same type, namely the same quality and the payment of the transaction is made in cash. So the payment must be made at that time and in this transaction payment activities should not be owed.

In order for the sale of money to be valid, it must fulfill several pillars and conditions that have been determined. The following pillars in the sale of money include the perpetrator of the *'aqad*, the object of the *'aqad* and *ijab qabul*;⁵² all pillars of the sale of money in its implementation have been fulfilled. There are conditions that they must fulfill, including: a) There is a handover from both parties before parting, b) There is a similarity in size or type if the two goods are the same, c) Free from *khiar sharat* rights, d) Transactions must be carried out in cash (in this transaction there should be no delay).⁵³ In its implementation, one condition is not fulfilled: the implementation of buying and selling money buckets on the @Meikagallery_ account has additional costs that consumers must pay if they buy new rupiah currency from business actors. So, in that case, buying and selling money on this account is not allowed. In this case, the practice that occurs causes the buying and selling of money on the @Meikagallery_ account to become usury and fall into usury fadl (the activity of exchanging usury objects of the same value; the amount, scale, and measurement are not the same).

Conclusion

Based on the research, this article concludes that the contract is an essential pillar in selling and purchasing flower bouquets. From an Islamic perspective, the contract is an element of legal certainty, where the seller and buyer must comply with the agreed contract. On the other hand, the contract also clarifies the halal status of the bouquet sale, as it is not the money paid but the service. In Islam, money is a medium of exchange that cannot be used as a trading commodity. so the profit from selling money is included in *riba fadhl*. When viewed from Law Number 8 of 1999

⁵² "Ascarya, *Akad dan Produk Bank Syariah*," ..., hlm. 113.

⁵³ Wahbah Az-zuhaili, *Fiqh Islam Wa Adillatuhu*, ..., hlm. 279.

concerning Consumer Protection, both sellers and buyers have rights and obligations that each party must obey. The seller's actions that do not meet the agreed specifications of the trade goods are wrong and against the law. Viewed from the aspect of *Fiqh Mua'malah* in practice, the buying and selling activities at the bucket shop @Meikagallery_ are primarily in accordance. However, several pillars and conditions become void because there is a mismatch of goods received by one buyer. Buying and selling money contained in the @Meikagallery_ account, if analyzed through *Fiqh Mua'malah*, buying and selling money on the @Meikagallery_ account is not allowed. This is because they charge an additional fee for exchanging the new rupiah currency.

References

- Alfi, Amalia Saparuddin Siregar, dan Sugianto, "Transaksi Valuta Asing (Sharf) dalam Prespektif Islam dan Aplikasinya dalam Bank Syariah," *JIEI*, 2, Vol. 8 (2022)
- Ascarya, *Akad dan Produk Bank Syariah* (Jakarta: PT. Raja Grafindo Persada, 2013).
- Billah, Zahida P'tisoma, and Wahyu Nuril Khotimah. "Jual Beli Online Dalam Perspektif Ekonomi Islam Pada Mahasiswa FEBI UNZAH." *Asian Journal of Philosophy and Religion* 1, no. 1 (2022)
- Departemen Agama RI, "*Al-qur'an dan Terjemahannya*," (Jakarta: Lajnah Pentashihan Mus haf Al-Qur'an, 2019).
- Estijayandono, Kristianto Dwi. "Etika Bisnis Jual Beli Online Dalam Perspektif Islam." *Jurnal Hukum Ekonomi Syariah* 3, no. 1 (2019)
- Gisca Adella, "Analisis Hukum Islam Dan Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen Terhadap Jual Beli Kambing Via Facebook Di Kenjeran Surabaya," *Skripsi, Fakultas Syariah Dan Hukum Universitas Islam Negeri Sunan Ampel*, 2021.
- Hadi, Abu Azam Al. *Fikih Muamalah Kontemporer* (Depok: Rajawali Pers, 2017).
- Hasan, Akhmad Farroh "Fiqh Muammalah dari Klasik hingga Kontemporer," *UIN-Maliki Press*, Cet.1, 2018.
- Hasil wawancara dengan ibu Mei selaku pemilik toko bucket online @Meikagallery_, diakses 10 Maret 2023.
- Hasil wawancara dengan kakak nadia selaku konsumen toko bucket online @Meikagallery_, 12 Maret 2023.
- IAIN PARE, "Fiqh Muamalah Jual-Beli dalam Islam," <https://muamalah.iainpare.ac.id/2019/06/fiqih-muamalah-jual-beli-dalam-islam.html>, akses tanggal 08 November 2022.

- Irhamna, "tinjauan hukum islam terhadap pembatalan akad jual beli pesanan perabot secara panjar di kecamatan simpang tiga kabupaten aceh besar (analisis terhadap pembatalan sepihak dalam konsep bai' istiṣna)," *skripsi*, (Aceh: fakultas syari'ah dan hukum universitas islam negeri ar-raniry, 2018).
- Janah, Samrotul. "Tinjauan Fiqh Muamalah dan Hukum Perlindungan Konsumen Terhadap Jual Beli di Toko Online pada Masa Pandemi Covid-19." *Cerdika: Jurnal Ilmiah Indonesia* 1, no. 6 (2021)
- Larasati, Astin Fitria. "Tinjauan Hukum Islam Terhadap Praktik Jual Beli Buket Bunga Dengan Sistem Pesanan Di Kios Bunga Afm Pasar Sleko Madiun." *Skripsi*, Ponorogo: Fakultas Syariah Institut Agama Islam Negeri Ponorogo, 2021.
- Muhammad dan Alimin, *Etika dan Perlindungan Konsumen dalam Ekonomi Islam* (Yogyakarta: BPF, 2004).
- Mustikowati, Endang, Arpan Gulla, and Fatma Bahasuan. "Tinjauan Hukum Islam Terhadap Sistem Jual Beli Online." *ADPERTISLA* 1, no. 1 (2020)
- Musaffa, Muhamad Ulul Albab, Dakum, Ahmad Hujaj Nurrohim, Muhammad Rosyad Sudrajad, "Study the Philosophy of Islamic Law in Determination Percentage of Zakat Mal", *Az-Zarqa': Jurnal Bisnis Hukum Islam*, No.1 Vol. 14 (2022)
- Nur Intan, Muhammad Asra, Dan Ibrahim Tawile, "Implementasi Akad Istishna' Pada Transaksi Jual Beli Furniture Ditinjau Dari Perspektif Ekonomi Islam (Studi Kasus Usaha Furniture Kec. Kolaka)," *Jurnal Syariah Hukum Islam*, 7 Juli 2021.
- Nurhayati, Sri, dan Wasilah. *Akuntansi Syariah di Indonesia*. 2 revisi. Jakarta: Selemba Empat, 2009.
- Octariani, Debby. "Tinjauan Hukum Islam Terhadap Akad Ijarah Buket Uang (Studi Kasus di Akun Instagram@ projectka)." PhD diss., UIN Raden Intan Lampung, 2020.
- Octavia, Cardina Nur Fadila. "Analisis Hukum Islam dan Undang-Undang Perlindungan Konsumen Terhadap Jual-Beli Bucket Uang Pada akun Instagram @RUM.GIFT." *Skripsi*, Surabaya: Fakultas Syariah dan Hukum Universitas Islam Negeri Sunan Ampel Surabaya, 2022.
- Pardiansyah, Elif. "Konsep Riba Dalam Fiqh Muamalah Maliyyah dan Praktiknya Dalam Bisnis Kontemporer." *Jurnal Ilmiah Ekonomi Islam* 8, no. 2 (2022)
- Pardiansyah, Elif. "Konsep Riba Dalam Fiqh Muamalah Maliyyah dan Praktiknya Dalam Bisnis Kontemporer." *JIEI* 8, no. 2 (2022): 16. <http://dx.doi.org/10.29040/kiei.v8i2.4751>.
- Putra Widodo, R. I. Z. K. I. "Praktik Transaksi Bucket Perspektif Hukum Islam (Studi Kasus Di Kota Bengkulu)." PhD diss., IAIN BENGKULU, 2021

- Rahmadani, Wahyu. "Analisis Terhadap Penggunaan Uang Kertas Sebagai Bouquet dalam Perspektif Hukum Islam dan Undang-Undang Nomor 7 Tahun 2011 Tentang Mata Uang." PhD diss., UIN Ar-raniry, 2021.
- Salim, Munir. "Jual Beli Secara Online Menurut Pandangan Hukum Islam." *Al Daulah: Jurnal Hukum Pidana Dan Ketatanegaraan* 6, no. 2 (2017)
- Undang-Undang No.8 Tahun 1999 Tentang Perlindungan Konsumen.
- Wulandari, Friska Muthi. "Jual Beli Online yang Aman dan Syar'i(Studi terhadap Pandangan Pelaku Bisnis Online di Kalangan Mahasiswa dan Alumni Fakultas Syari'ah dan Hukum UIN Sunan Kalijaga)." *Az-Zarqa': Jurnal Hukum Bisnis Islam* 7, no. 2 (2015).
- Yahya, Muhammad Andy. "Tinjauan Hukum Islam atas penggunaan uang asli sebagai kerajinan: Studi kasus pada Toko Finley Money Bucket Malang dan pengrajin Uang di Kota Malang." PhD diss., Universitas Islam Negeri Maulana Malik Ibrahim, 2022.
- Yuslia, N. I. M. "BUKET UANG DALAM HUKUM ISLAM DAN HUKUM POSITIF." PhD diss., UIN SUNAN KALIJAGAYOGYAKARTA, 2023.
- Zuhaili, Wahbah Az-. *Al-fiqih Al-islami Wa Adillatuhu*, Juz 5 (Beirut: Dar al-fikr, 1989).
- Zuhaili, Wahbah Az-. *Fiqh Islam Wa Adillatuhu*. Jakarta: Gema Insani, 2007.
- Zulham. *Hukum Perlindungan Konsumen. Edisi Revisi. Vol. cet.2.* Jakarta: Kencana Prenada Media Grup, 2020.