

Analysis of Price Fixing Practices by Middlemen Against Farmers in Buying and Selling Salak from KHES and Maslahah Murlah Perspective

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Abstract

Determination of sale and purchase prices for snake fruit by middlemen for farmers using a final payment system has been going on for a long time in Bantarwaru Village. Later, the middleman will pay the price of the snake fruit to the farmer if the snake fruit sells on the market. This will certainly create an element of uncertainty in determining the price of snake fruit and cause losses to one of the parties. This research is field research or field research. In this research the author uses a sociological descriptive approach. The author obtained primary data from direct observation, interviews and documentation with farmers and salak middlemen in Bantarwaru Village, Banjarnegara. Meanwhile, the author obtained secondary data through books, journals and other research results that are still related to this research. The results of this research are first, in the practice of price fixing for buying and selling snake fruit, farmers will look for middlemen to carry out sales and purchase contracts. Then payments are made using a pay at the end system. The middleman will pay the price for the snake fruit to the farmer if the snake fruit sells on the market. Second, the practice of buying and selling snake fruit, reviewed by maslahah murlah analysis, is legal. Because there are problems between middlemen and farmers. Meanwhile, if we look at it from KHES, the practice of buying and selling today meets the requirements and is harmonious, even though there are discrepancies in the articles related to price determination, namely article 63 paragraph 2 and article 79. The author hopes that this research can provide knowledge so that buying and selling does not contain unfair elements.

Keywords: *Price Fixing, Buying and Selling Salak, KHES, Maslahah Murlah*

INTRODUCTION

Price fixing or what is better known as price setting is a technique in determining the value of a product being sold so that it can be sold in the market based on the results of the interaction of demand and supply. This determination occurs on the basis of individual freedom in carrying out transactions for goods and services (Akhmad, 2013). Islam has explained various methods of price fixing practices that are in accordance with sharia rules. One way is to take a profit that is not too high than the normal price. In essence, there is no price setting that is forced on traders and buyers. However, the most important thing is price fixing that is acceptable to both parties. In buying and selling, clear weighing values and pricing mechanisms must be prioritized.

The price setting process must be clear to avoid suspicions that there are elements of fraud. If the price fixing mechanism is not appropriate and even fraud occurs, this will cause one party to suffer a loss. Determining prices is said to be an important aspect in the continuity of buying and selling practices because price will influence sales

Whether or not the goods are offered to consumers, determining the wrong price can have fatal consequences for the goods offered. So price determination must be based on the right basis so that it is well received by consumers. Many people have researched the analysis of the practice of price fixing, or what is known as price fixing. First, research conducted by Siti Mus Seenun regarding the analysis of the mechanism for determining selling prices and services from an Islamic economic perspective, case studies at FC premises and Ammey printing.

The results of this research are about the method used in setting prices, namely by using the principle of justice. In taking advantage, the seller sets the price by rounding up the price that has been mutually agreed upon. The second research was conducted by Muhammad Andre Akbar regarding sales and purchase agreements using a temporary payment system in the batik industry in Laweyan, Surakarta. Study of the application of the principles of trust and freedom of contract. The results of this research are that the buying and selling of batik that occurs at the Batik Putri Anggun shop uses a final payment system, where the goods are sent first to the buyer. However, there are criteria that must be met by buyers, because not everyone can make a purchase and sale agreement using this system.

These two studies both discuss price determination in buying and selling. However, the research that the author examined has several differences. Firstly, the author uses two analyzes to examine the price fixing system for salak prices in Bantarwaru Village. KHES analysis to examine price determination carried out by the buyer, Maslahah Murlah to examine the payment system at the end.

However, this is different from the sale and purchase agreement that occurred in the sale and purchase of salak by salak farmers to middlemen in Bantarwaru Village, Banjarnegara. In this buying and selling practice, price determination is actually carried out by the middleman (consumer) while the producer does not determine the price at all. The payment system is also carried out at the end based on trust and agreement.

However, if viewed from an Islamic economic perspective, this is not appropriate because in the Islamic concept, the principle of price is determined by the balance between demand and supply. This balance can occur if sellers and buyers are willing to accept each other when maintaining goods. From this willingness, a price value can then be obtained

accompanied by an agreement that raises problems between the two parties. Can the price fixing be carried out by middlemen in the sale and purchase of salak and payment at the end provide benefits for salak farmers? Therefore, researchers want to research further using the KHES perspective regarding the conditions for buying and selling accounts.

METHODS

This research was carried out in Bantarwaru village, Banjarnegara from 8 May 2024 to 14 May 2024 as a type of field research using a sociological descriptive approach. The data collection techniques used in this research are observation, interviews and documentation. The data analysis techniques used in this research are data reduction, data presentation, and drawing conclusions. (Toto Syatori Nasehudin and Nanang Gozali, 2012). Purpose sampling technique was used in this research to consider things that could be used as samples, one of which was determining informants or sources. Informants or sources in the research Analysis of Price Fixing Practices by Middlemen Against Farmers in the Sale and Purchase of Salak from the KHES Perspective and Masalahah Murlah are as follows: Amin (38), Sleman (50), Prayitno (52) as middleman Then , Salman (54), Arfan (60), Zainal (56) as a farmer. The process of drawing conclusions is carried out using triangulation to see the validity of the data obtained.

RESULT

Indonesia has very high assets in the agricultural sector. Many types of fruits and even vegetables can be planted. Salak fruit is one of the types of fruit that is most widely planted by farmers in Bantarwaru Village, Madukara District, Banjarnegara Regency. Most of them use their land to plant salak, even salak plants for the people of Banjarsari Village are a top priority. An item that is traded certainly has a price that matches the quality of the item. According to three farmers in Bantarwaru Village, the one who sets the price of salak is the middleman. On the other hand, the middlemen themselves do not want to lose and want to get big profits. In practice, the sale and purchase of salak fruit experiences several obstacles and these obstacles cause farmers to lose money. One of the most detrimental obstacles is the determination of prices by middlemen and of course this price determination is unilateral.

The research data exposure that shows the existence of unilateral price determination by middlemen towards farmers in the sale and purchase of salak in Bantarwaru Village, Banjarnegara is as follows: In the process of planting salak, they make plans in planting salak. The first interview was conducted with one of the salak farmers, Mr. Zainal. In the interview, he explained that the technique of planting salak is not much different from planting plants in general. The first stage that must be done is to find good quality salak seeds, after planting,

replanting is carried out. Replanting should be done as early as possible, namely from planting until the plant is 30 days old. Young salak pondoh plants, especially in the early growth phase, require adequate water. If they are already flowering, pollination needs to be carried out. The pollination system of salak pondoh plants is generally cross-pollinated and pollination will not occur without the help of wind, insects, and humans.

Every item that will be bought and sold certainly has a price that is appropriate and equivalent to the quality of the item, so that price determination is very necessary, according to the three farmers, so far the one who determines the price is the collector . In practice, these salak farmers can only surrender and accept the price provisions given by the salak middlemen. The price determination by the middlemen certainly makes farmers feel at a loss. The price determination by the middlemen makes farmers lose, this is because for example the current price of salak which is the price given by the collector is 2500/kg, this price is the loss price from the collector to the farmer. Farmers say that the profit price for them is 3000 and above/kg. so if they want to harvest salak they first ask how much the salak price is at that time. The selling price given by the middlemen to the salak farmers is uncertain. According to Amin as a salak middleman in Bantarwaru Village, the price set by the middlemen has seen several considerations, although in essence the middlemen know the capital and production costs incurred by the farmers. Like when the salak harvest there are other fruits that also have a large harvest. Of course, in order to continue to make a profit, the selling price must be changed and the impact is that the buying and selling price between the middlemen and farmers changes.

Farmers are the sellers, so everything from capital, production costs, quality of goods, labor needed, and others who know everything are the farmers themselves. According to the farmers themselves, the government should also play a role in determining prices and analyzing how much capital and production costs have been spent so that the government can also know what the right price is for the price of salak. And another hope of the farmers is that at least the price stated by the middlemen is in accordance with the market price, if production increases and demand decreases the price is cheap and vice versa. The price of salak now reaches 3000 / kg. In addition, collectors should be able to see the situation of farmers and the one who determines the price is the seller (farmer).

The salak that has been harvested by farmers is then put into containers in containers. To then be handed over to the middlemen, but sometimes the middlemen come to the garden

themselves. After the farmers and middlemen meet, the salak is immediately weighed to avoid uncertainty or fraud. Then both make a sales agreement to agree on the price per kilogram on the spot. And the one who offers the price is the middleman, then the farmers can only follow the price set by the middleman. After all the processes have been passed, the salak is then put into containers and adjusted to the respective sizes. If it is ready, the salak will be sent outside the region or to traditional markets to be sold.

Payment is made when the salak on the market has run out, which is around 2-3 weeks. This is as conveyed by Prayitno as a Salak Broker. With the price provisions set by the middleman with payment at the end, of course, it makes the farmers a little disappointed. However, because the community is already familiar with this, the salak farmers just follow it. Actually, farmers want to sell their salak outside their area, but it requires travel costs that can increase expenses. Other traders or middlemen outside the Bantarwaru area are not necessarily willing to buy the salak brought by farmers. This is in line with the statement made by Arfan as a snake fruit farmer who has sold outside the region. In this case, farmers are very resigned to the price set by the middlemen with a payment system at the end. On the other hand, farmers also want their salak to sell quickly because salak can rot if left too long. Then the middlemen certainly want to get cheap prices for goods and get big profits. From the above explanation it can be concluded that:

- a. Middlemen monopolize the salak buying and selling system in Bantarwaru Village
- b. Farmers are resigned to the selling prices set by middlemen with a payment system in place.
end.
- c. Farmers only want their salak fruit to sell without having to spend additional capital Lots
- d. Middlemen want to get cheap prices for salak and make big profits.

DISCUSSIONS

In this research, the researcher took the problem of price fixing carried out unilaterally by salak middlemen in Bantarwaru Village. Then look at all the buying and selling activities that occur. So the author tries to analyze the articles in KHES and masalah murlah. Analysis uses KHES to assess unilateral price fixing by middlemen. *It is a problem* to examine the entire contract in terms of the farmer's willingness to accept the price set by the middleman.

Analysis of the Compilation of Sharia Economic Law (KHES) on *Price Fixing* in General unilateral snakefruit by middlemen against farmers.

Before a sale and purchase transaction occurs, the most basic thing is an agreement in the fiqh muamalah called akad. What is meant by akad in KHES is an agreement in an agreement between two or more parties to do or not do certain legal acts. Basically, akad can be done by correspondence which essentially contains ijab qabul. In the Compilation of Sharia Economic Law, a sale and purchase agreement is called bai', namely the sale and purchase between objects or the exchange of objects for money. In terms, akad is a word between ijab qabul in a manner that is justified by sharia that determines both parties. Thus, akad is a word bond between the seller and the buyer. A sale and purchase is not said to be valid before ijab and qabul are made because ijab qabul shows willingness (consent). Ijab qabul can be done verbally or in writing. Ijab qabul in the form of words or in the form of actions, namely giving each other (handing over goods and receiving money). Basically, the contract can be done verbally directly, but if the person is mute, the ijab qabul can be done by writing letters which essentially contain the ijab qabul. (Mustopa, 1982) In this study, the researcher took several articles to analyze the practice of *Price Fixing* carried out by salak middlemen in Bantarwaru Village.

1. Article 56 of the Bai' Pillars, the Bai' Pillars consist of; seller and buyer, object, and agreement.

The sale and purchase of salak fruit carried out by farmers and salak middlemen in Bantarwaru Village has met the 3 requirements. The seller and buyer are farmers and middlemen. The object is sala and the agreement of both parties even though there is an element of resignation on one of the parties regarding the determination of the price. When viewed from the KHES regarding the sale and purchase of salak fruit between farmers and middlemen, it has met the pillars and requirements of sale and purchase. So that the sale and purchase carried out between farmers and middlemen is legally valid.

Meanwhile, according to the majority of scholars, there are four pillars of buying and selling, namely: the parties, *Sighat*, the goods sold, the exchange value of the goods. (Muslih, 2015). The practice of buying and selling salak between farmers and middlemen in Bantarwaru Village - Banjarnegara has fulfilled the four pillars where the seller is the farmer, the buyer is the middleman, *sighat* is the ijab kabul in the form of an agreement, the object of the contract is salak and the exchange value of the replacement goods is in the form of price. In his book, Imam Mustofa, there are two types of requirements for the validity of a sale and purchase agreement, namely general requirements and special requirements. The general requirements, (Mustofa, 1982), are:

- a) The party carrying out the transaction must be reasonable or *mumayyiz* ;

- b) The parties carrying out the transaction must be more than one party;
- c) The goods that are the object of the transaction must really exist and be real. Transactions on goods that do not yet exist or do not exist are not valid, as are goods whose existence is not certain, such as animals that are still in the womb of their mothers.
- d) The object of the transaction is valuable, halal, can be owned and used.
- e) The goods that are the object of the transaction are legally owned, perfect ownership.
- f) The object must be deliverable at the time of the transaction.
- g) Conformity between Kabul and Ijab
- h) The acceptance and acceptance of the contract are carried out in one assembly, if the parties carrying out the transaction are present in one place at the same time (at one time) or are in different places, but both know each other.
- i) The goods and their prices are known (real)
- j) Buying and selling cannot be temporary (*muaqqad*), because buying and selling is an exchange contract for the transfer of rights.
- k) The absence of conditions that could damage the transaction, such as conditions that benefit one party.

Based on research data obtained by researchers, the sale and purchase of salak fruit carried out in Bantarwaru Village has met several requirements for the validity of the sale and purchase agreement, namely the parties who carry out the sale and purchase, namely collectors and farmers, are adults and not crazy people, the sale and purchase is carried out by more than one party, namely the middleman and farmers, the goods used as the object of the transaction are handed over to the place of the collector or the collector who takes the salak from the farmer's house so that when making a transaction the object of the sale and purchase is on the spot, the object of the transaction in the form of salak is not a forbidden item and is useful and has a selling value, the object of the transaction in the form of salak is the ownership of the farmer, the ijab and qabul in the sale and purchase of salak between farmers and collectors is in the form of an agreement but with the unwillingness of one party.

In the practice of buying and selling salak fruit in Asinan Village, it is also done in one assembly, this can be proven by the process of buying and selling salak fruit as explained by the collector that the buying and selling of salak fruit that has been done so far is farmers who come to the collector's house or vice versa, collectors who come to the farmers' houses

to make transactions. The price in this sale and purchase of salak fruit is known by the parties, namely collectors and farmers.

2. Article 63 of the seller and buyer agreement states that the seller and buyer are required to agree on the price of the object of sale and purchase.

In determining the price of salak in Bantarwaru Village, it is actually full of black and white when viewed from the side of the agreement. Because according to Zainal, one of the salak farmers, he felt that he did not agree with the price set by the middlemen. However, in the end, farmers were forced to accept the price agreement set by the middlemen. The farmers were forced to accept the price because they did not want to incur additional costs, and to provide certainty that their salak would sell. Determining the price outside the market price certainly results in one party feeling at a loss. This is in line with the opinion of Ibn Taimiyah who opposed price discrimination to fight buyers or sellers who do not know the actual price that applies in the market. Determining the price of salak in Bantarwaru Village is not in accordance with the market price and a monopoly system occurs. As conveyed by Arfan, that price determination should follow the market price. If production decreases and demand is high, it means the price is expensive and vice versa. However, the middlemen in Bantarwaru Village do not set this. The middlemen still set a low price to make a profit.

3. Article 63 paragraphs 1 and 2 concerning: first, the seller is obliged to submit the object of sale and purchase according to the agreed price. Second, the buyer is obliged to submit money or objects of equal value to the object of sale and purchase.

This article clearly discusses the seller's obligation to provide the agreed object of sale and purchase. However, in the practice of buying and selling salak in Bantarwaru Village, there is a gap in the buying and selling process. This can be seen from the unequal price determination between the value of the object and the price determined by the middleman. Farmers are sellers, so they know more about the capital and production costs incurred. So to get equality, farmers should be the ones who have the right to set the selling price. In the practice of buying and selling salak between farmers and middlemen, from the explanation above it can be concluded that the price set by the middleman is not equal in value to the object of sale and purchase. When viewed from Islamic economic theory, this is also called zalim. Then in the practice of buying and selling salak, the one who sets the price is the middleman (buyer), not the farmer (seller). Article 79 concerning rights relating to prices and goods after a sale and purchase agreement.

In this article it is explained that the seller is the party who has the right to determine the price in the sale and purchase that is carried out, but in practice it is the opposite, where the

buyer or middleman has the power and provisions in determining the price. According to the results of interviews with farmers and middlemen, it can be concluded that farmers or sellers are subject to the price determined by the middleman. The farmer's right to determine the price is gone. From the presentation of the KHES review analysis of *price fixing practices* in the sale and purchase of salak in Bantarwaru Village, the following conclusions can be drawn:

KHES	<i>Price Fixing Practices in Salak Trading Between Middlemen and Farmers</i>	Information
Article 56 "The elements of a sale and purchase consist of: parties, objects and agreement."	The parties are farmers and collectors, the object is <u>salak</u> , and there is an agreement	√
Article 62 "The seller and buyer must agree on the value of the object of sale and purchase which is expressed in the price."	Farmers and middlemen have agreed on a predetermined price, even though one party feels resigned.	√
Article 63 paragraph 1 "The seller is obliged to hand over the object of sale and purchase according to the agreed price."	The object of this sale and purchase is <u>salak</u> , and the price determined has been agreed upon between the middleman and the farmer.	√
Article 63 paragraph 2 "The buyer is obliged to hand over money or an object of equal value to the object of the sale and purchase."	The determination of the price of <u>salak</u> is carried out by the middlemen (buyers) so that the price does not match the production costs incurred by farmers and this causes inequality in the selling value of <u>salak</u> .	X
Article 79 "The seller has the right to speculate on the price of the goods sold before handing over the goods."	In the sale and purchase of <u>salak</u> fruit in <u>Bantarwaru</u> Village, sellers or farmers do not have the freedom to set prices, farmers simply submit to the middlemen.	X

a. *Price Fixing Practices by Middlemen Against Farmers in Buying and Selling Salak from Maslahah Murlah's Perspective*

1. Basic Concepts of *the Maslahah Murlah Theory*

Maslahah murlah consists of two words, namely *maslahah* and *murlah*. *Maslahah mursalah* in terms of etymology has the meaning of an effort to take advantage and eliminate *its harm*. (Bahrudin, 2019). The purpose of carrying out *maslahah mursalah* is as the best alternative for developing *ijtihad* methods, where the Qur'an and Sunnah must be understood through *ijtihad* methods by providing emphasis on the *maslahah* dimension. In this case, the concept of *maslahah mursalah* provides information for new legal rules and allows Islamic

jurists to elaborate on the context of problems that are not emphasized by the *syara'* texts. The extent to which legal changes can be achieved through the application of the *maslahah* concept depends, primarily, on the pattern weighty legal reasoning for the benefit of the community applied by Islamic jurisprudence scholars (Adinugraha, 2018).

According to Amir Syarifuddin *maslahah murlah* has two forms, namely: (Syarifuddin, 2008).

- a) Realizing benefits, in this case can realize pleasure or goodness for humans. The pleasure and goodness can be felt by people who do an act according to what is ordered. The pleasure and goodness are felt directly when doing the act or later after doing the act.
- b) Preventing mankind from damage and evil called *dar'u al-mafasid*. In this case, protecting humans from damage and evil against prohibited acts. The damage and evil can be felt directly after doing the prohibited act or when doing the prohibited act they feel pleasure first, but after that they feel the impact of their actions, namely damage and evil.

There are various types of *Maslahah murrasa* when viewed in terms of their existence or presence according to sharia, namely: (Peristiwo & Abdul Hadi, 2019).

- a) *Maslahah Al-mu'tabarah*, is a *maslahah* whose existence has been recognized and is already contained in the text. In this case, the *maslahah* has been recognized by *syara'* and in this benefit there are arguments which form the basis of its form and type.
- b) *Maslahah Al-Mulghah*, is a matter that is considered *maslahah* for the mind but is contrary to *syara'* or contrary to the provisions of the proposition.
- c) *Maslahah Al-Murlahan*, in this *maslahah* there are no arguments that support it and no one rejects it. This *Murlah* problem is a problem that develops based on the influence of human conditions and places. The problem of *murlah* is divided into two, namely: (Dahlan, 2011)

Based on the content of the *mashlahah*, Ushuliyun divides it into two parts: (Misbahuddin, 2013).

- a) *Maslahat ammah* (public welfare). *Maslahat Ammah* is a welfare that concerns the public interest. This welfare does not mean for the benefit of all people, but can be in the form of dominant interests of the community or most of the community.
- b) *Maslahat khasshah* (individual benefit). *Maslahat Khasshah* is personal benefit such as benefit related to the termination of a marriage relationship of a person who is declared

lost. The importance of dividing the two benefits is related to which priority should be prioritized if the general benefit clashes with the special benefit. In the clash of these two benefits, Islam prioritizes the general benefit over the personal benefit.

In the problem of *murlah*, there are several scholars who have different opinions in the field of *muamalat*. These *ulama'* come from some Shafi'iyah, Hanafiyah and Zahiriyah circles. *Maslahah murlah* is not recognized by these groups as a legal basis. The reasons for these groups rejecting *maslahah murlah* are as follows: (Effendi, 2014).

- a) The laws that have been established by Allah SWT and Rasulullah SAW are all forms for the benefit of humanity. So, if *maslahah murrasa* is used as a basis for legal determination, then it is the same as considering the Qur'an and As-Sunnah to be incomplete and there are still *maslahah* that are not accommodated in them.
- b) If *maslahah murrasa* is justified as a legal basis, it will open up opportunities for parties who have the desire to establish laws based on their own desires, for reasons of mutual benefit. In the sense that it is misused by certain parties.

2. Analysis of the Final Payment System in the sale and purchase of salak from *Maslahah Murlah's perspective*.

The practice of buying and selling using a payment system at the end is a system that has long been used by farmers and salak middlemen in Bantarwaru Village, Banjarnegara. In practice, middlemen will pay farmers if their salak has been sold by traders or regular buyers. This was conveyed by Sleman when the author conducted an interview.

Then in the sale and purchase of salak in Bantarwaru Village, there is a difference between the agreement that has been agreed between the middleman and the farmer. This difference occurs when the payment process is at the end or after the sale is made. While in the sale and purchase must see the applicable provisions, such as the rules and conditions. However, with the difference in payment causes uncertainty or is called light *gharar*.

Gharar that occurs in the sale and purchase of salak lies in the results paid at the end which are different from the initial agreement. Although basically there is one party who benefits or is disadvantaged. According to Zainal as a salak farmer, sometimes the middleman pays not according to the initial agreement. For example, the harvest weighs 200 kg with a price per kilogram of 2,000, so the farmer will get 400,000. However, when it is paid, the price turns out to be 1800 per kilogram. So the farmer only gets paid 360,000, and it must be deducted from the initial agreement of 40,000.

However, according to Salman, one of the salak farmers in Bantarwaru Village, he thinks it is better to get a discount from the middlemen than having to go to the trouble of finding buyers

themselves. Then if it is sold outside the area, it will certainly cost a lot and the salak will not necessarily be bought by the buyer. Although it contains elements of *gharar*, it still contains *maslahah* for the farmers and middlemen.

According to the author, the *garar* contained in buying and selling transactions using a payment system at the end is included in *the garar yasir* or *garar qalil* (Aksamawanti, 2019). *Garar Yasir* itself is a *garar* that does not have the potential to harm the contracting parties and does not have the potential to give rise to disputes and disputes. Apart from that, light *garar* is a *garar* that cannot be avoided in every contract and is understandable. (Zulfahmi and Nora, 2022).

According to Imam Nawawi who took the opinion of other scholars, stated that the invalidity of a sale and purchase is due to the presence of *garar*. While other *garar* is permitted if the content of the *garar* is small, or something that is not visible but is an inseparable part of the main merchandise. The quote shows that the prohibited contract contains a lot of *garar* elements. While the criteria for a small *garar* or *garar yasir* or something that cannot be seen, the transaction is permitted, even though it is an inseparable part of the purpose of the goods. This is like buying and selling a building with an invisible foundation.

According to Ibnul Qayyim, not all *garar* are the cause of prohibition. *Garar*, if it is light (little) or impossible to separate from it, then it does not become an obstacle to the validity of the sale and purchase agreement. Because, *garar* (uncertainty) that exists in the foundation of a house, in the stomach of a pregnant animal, or the last fruit that appears to be good only in part, cannot be separated from it. Likewise, *garar* that exists in *hammams* (baths) and drinks from vessels and the like, are light *garar*.

From the explanation above, it can be concluded that the practice of paying at the end of the sale and purchase of salak in Bantarwaru Village is permissible. Because, although there is an element of *gharar*, it is light. While the benefits from the farmer's side are that farmers do not bother looking for buyers, the harvested salak sells quickly, minimizing additional costs. While from the middleman's side, the middleman gets the desired price, to be able to resell it to traders while still getting a profit, getting a cheap purchase price, not bothering to care for the salak so that it can be harvested. And in this contract, both farmers and middlemen are pleased with the price that has been set. The essence of benefits is all forms and benefits of the world and the hereafter. An economic activity can be said to be benefits if it meets two elements, namely compliance with sharia (halal) and is beneficial and brings goodness to all mankind. This benefit also does not cause loss or harm in one aspect. (Mursal, 2018).

CONCLUSIONS

The price fixing carried out by middlemen against salak farmers in Bantarwaru Village certainly harms one party. Farmers who have tried to harvest and care for salak but when harvested the selling price is cheap. And the one who determines is the middleman or buyer. However, farmers are ultimately willing even though they have to get a discount, because of the uncertainty in determining the price and payment system at the end. According to the farmers, they are better off still selling to middlemen even though the price is uncertain than having to bear more risks. Such as additional shipping costs, salak can go stale quickly, and it is difficult to find buyers.

When viewed from the KHES analysis, the practice of buying and selling salak in Bantarwaru Village has a discrepancy with 2 articles in KHES. First, Article 63 paragraph 2, The determination of the price of salak is carried out by the middleman (buyer) so that the price does not match the production costs incurred by farmers and this causes inequality in the selling value of salak. Article 79 "the seller has the right to interpret the price of the goods sold before handing over the goods." The sale and purchase of salak in Bantarwaru Village, the seller or farmer does not have the freedom to set the price, the farmer only surrenders to the middleman. whereas according to the perspective of *maslahah mursalah* , the overall sale and purchase agreement of salak carried out by the middleman with farmers in Bantarwaru Village is ruled permissible.

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