

PAYMENT AGREEMENT SYSTEM FOR NON-CASH PRODUCT PURCHASES AT PT WINGS FOOD ACEH BESAR ACCORDING TO BA'I AL-DAYN CONTRACT

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Abstract

This study aims to analyze the payment agreement system for non-cash product purchases implemented by PT Wings Food Aceh Besar from the perspective of the *ba'i al-dayn* contract. The research uses a qualitative method with a normative sociological approach, through interviews with suppliers and a literature review. The results of the study show that the non-cash payment system provides access to capital for small traders without the addition of interest, so that it is in line with the basic principle of *ba'i al-dayn*. However, this practice also contains potential gharar due to the uncertainty of repayment when traders reorder before the previous obligation is settled. The findings of this study confirm the importance of strengthening risk management, especially through the establishment of receivables limits and gradual settlement schemes, to ensure that transactions remain in accordance with the principles of muamalah and are sustainable for both parties. This research is expected to contribute to expanding the study of the application of the *ba'i al-dayn* contract to modern distribution trade practices.

Keywords: Payment Agreement, Purchase, Product, Non-Cash and *Ba'i al-Dayn*

Abstrak

Penelitian ini bertujuan untuk menganalisis sistem perjanjian pembayaran pada pembelian produk secara non tunai yang diterapkan oleh PT Wings Food Aceh Besar dalam perspektif akad *ba'i al-dayn*. Penelitian menggunakan metode kualitatif dengan pendekatan sosiologis normatif, melalui wawancara dengan pihak *supplier*, serta telaah literatur. Hasil penelitian menunjukkan bahwa sistem pembayaran non tunai memberikan akses permodalan bagi pedagang kecil tanpa penambahan bunga, sehingga sejalan dengan prinsip dasar *ba'i al-dayn*. Namun, praktik ini juga mengandung potensi gharar akibat ketidakpastian pelunasan ketika pedagang melakukan pemesanan ulang sebelum kewajiban sebelumnya diselesaikan. Temuan penelitian ini menegaskan pentingnya penguatan manajemen risiko, khususnya melalui penetapan batas piutang dan skema penyelesaian bertahap, untuk memastikan transaksi tetap sesuai dengan prinsip muamalah dan berkelanjutan bagi kedua pihak. Penelitian ini diharapkan dapat memberikan kontribusi dalam memperluas kajian mengenai penerapan akad *ba'i al-dayn* pada praktik perdagangan distribusi modern.

Kata Kunci: Perjanjian Pembayaran, Pembelian, Produk, Non Tunai dan *Ba'i al-Dayn*

INTRODUCTION

Buying and selling are two of the transaction routines that are often and widely carried out in the socio-economic activities of the community, as well as one of the instruments in the exchange of certain assets with other assets between sellers and buyers. Buying and selling transactions are generally carried out in cash and non-cash, based on mutual pleasure between the seller and the buyer, which is adjusted to the abilities and needs of the parties.¹

Along with the development of economic transactions, various systems offered by sellers to buyers to compete and attract buyers, one of which is by implementing a non-cash transaction system. Non-cash buying and selling transactions are a form of transaction with payments that are deferred until a certain period, so that the delivery of goods is not carried out at the same time. The non-cash buying and selling transaction model is now widely encountered in various circles of society, because it is considered a solution that makes it easier for individuals to obtain the goods or services they want practically.²

¹ Zakiyah Nafsah and Ali Arifin, " Jual Beli Dalam Ekonomi Islam (Aplikasi Jual Beli Dalam Fiqih Dan Perbankan Syariah)," *Scientific Journal of Islamic Economics* 9, no. 2 (2023): 2071-79, <https://doi.org/10.29040/jiei.v9i2.8680>.

² Dalem Tria Angga Praja, "Pengaruh Implementasi Kebijakan Penyaluran Bantuan Pangan Non Tunai (BPNT) Terhadap Kinerja Tenaga Kesejahteraan Sosial Kecamatan (TKSK) Dalam Mewujudkan Efektivitas Program Bantuan Pangan Non Tunai (BPNT) Di Kabupaten Garut," *Public Journal* 14, no. 2 (2020): 49-55, <https://doi.org/10.52434/jp.v14i2.26>.

In non-cash buying and selling transactions, the buyer is the same as entering into a debt and receivables contract; in fiqh muamalah, this condition can be associated with the sale and purchase of debts (*bai' al-dayn*). In the concept of *ba'i al-dayn*, the delivery of goods and money that is not done at the same time, the buyer or seller suspends the rights of one of the parties, and then this non-cash buying and selling can be categorized as a debt or receivable.

Ba'i al-dayn refers to the buying and selling of the right to debt, this concept exists when a person has a debt or debt that has not been paid by others and at the same time also sells his right to collect and obtain the debt to a third party according to the price that has been agreed upon in advance because the risk arising from this concept can lead to elements that are prohibited in Islam such as riba. Some schools of fiqh consider the concept of *ba'i al-dayn* to be invalid, so it is prohibited because it can cause an element of ambiguity (*gharar*), which can give rise to an element of riba, which is prohibited in Islam.³

According to Hanafi scholars, buying and selling with the concept of *bai' al-dayn* is not directly prohibited. The scholars of the Shafi'i madhhab, the Hanbali madhhab, and the Jumhur Ulama allow the buying and selling of goods that are handed over now at an installment price that exceeds the cash price when this kind of transaction stands alone and is not entered by an element of ambiguity such as making two transactions in one transaction so as not to be trapped in two types of buying and selling in one prohibited sale and purchase.⁴

Non-cash buying and selling should ideally follow the market mechanism, so that both sellers and buyers are satisfied with the market mechanism system that has been mutually agreed upon beforehand. Pricing is one of the main factors in market mechanisms. If price fluctuations caused by demand and supply take place normally, then market stability can be maintained; if the opposite happens, the market can experience imbalances or breakdowns. The actual price should not be intervened in, as an effort to form a fair price according to demand and supply.

One of the dilemmas for the community is the pricing that is generally different between the price of buying and selling in cash and the price of buying and selling in non-cash. Some people consider price differences as a natural thing in trade, because it is considered compensation for sellers who have not been able to directly determine the selling price at the time of the transaction.⁵

³ Wahbah Al-Zuhaili, *Islamic Fiqh Wa Adillatuhu*, Volume 5 (Jakarta: Darul Fikri, 2011). p. 138.

⁴ *Ibid.*

⁵ Hanisa Amang P. Adjahum, Randi Jaya Saputra, and Nurhayana Nurhayana, "Penetapan Harga Di Bawah Harga Pasar Dalam Konteks Syariah: Risiko Hukum Dan Strategi

Traders make non-cash transactions due to limited capital, so they cannot afford to buy products in cash. This condition encourages traders to choose payment methods on credit or owe suppliers. By making non-cash transactions, traders can still obtain merchandise to maintain the continuity of their business, even though they have to postpone payments until the agreed time. This practice is common among small or medium traders as an effort to maintain the availability of stock of goods.⁶

Problems arise when traders fail to pay off the payment of the products that have been received according to the period of time that has been agreed with the *supplier*. This situation is caused by the allocation of funds that should be used to pay for products, but are used for other needs, such as covering operational costs, personal needs or capital for other businesses. As a result, traders have difficulty meeting their financial obligations, which has the potential to create tensions in relationships with *suppliers*. If this condition continues, it can disrupt the smooth supply of goods and damage the reputation of traders in the eyes of *suppliers* and other business partners.

PT Wings Food, which is the focus of this research, does not have provisions regarding the confiscation of goods or the provision of fines to traders who experience late payments. PT Wings Food only sets rules regarding the payment deadline, which is a maximum of two months from the date of the transaction. As long as the merchant can still make the payment before the deadline, they are still allowed to proceed with the next transaction. However, if the trader is unable to pay off the payment after the two-month deadline, the cooperation system with PT Wings Food will be automatically terminated. This termination means that traders are no longer allowed to make transactions or pick up goods from PT Wings Food until all payment obligations are settled. This policy is implemented to maintain the company's smooth cash flow while giving traders time leeway in managing their finances.⁷

Traders should prioritise payments to PT Wings Food in accordance with the previously agreed agreement, in order to maintain a balance of rights and obligations between the two parties and avoid unilateral losses that can harm PT Wings Food as a supplier of goods. Non-compliance with this principle not only has the potential to lead to legal problems, but it can also undermine the healthy

Bisnis," *Fawaid: Sharia Economic Law Review* 7, no. 1 (2025): 53–67, <https://doi.org/10.31332/flr.v7i1.11479>.

⁶ Warseno Warseno, "Solusi Pembayaran Digital Non Tunai," *Indonesian Journal Accounting (IJA)* 5, no. 1 (2024): 48–54, <https://doi.org/10.33050/ijacc.v5i1.3106>.

⁷ The results of an interview with Rayyan Azmi, a supplier of PT Wings Food on February 2, 2025, at Gampong Ajee Cut, Blang Bintang.

and sustainable business relationship between traders and companies.⁸ This study seeks to examine in depth the practice of non-cash buying and selling between traders and PT Wings Food Aceh Besar, especially in relation to the payment agreement mechanism. This study is important to ensure that the system implemented is able to run fairly, transparently, and in accordance with the principles of fiqh muamalah, especially the concept of *the ba'i al-dayn* contract.

RESEARCH METHODS

This study uses a type of qualitative research through a normative sociological approach to examine the problems in the payment agreement for the purchase of non-cash products by PT Wings Food Aceh Besar through the study of *the concept of ba'i al-dayn*. The data sources in this study consist of primary data and secondary data. Primary data was obtained through field research with interviews with the *supplier* PT Wings Food Aceh Besar, while secondary data was obtained through literature studies in the form of books, journal articles, research reports, and literature related to the concept of *ba'i al-dayn*. The data collection technique was carried out through interviews and documentation. The data analysis in this study was carried out in a descriptive analytical manner, namely by deciplining, classifying and interpreting the data from interviews and documentation, then comparing the findings with the concept of *ba'i al-dayn* to obtain a comprehensive conclusion regarding the effectiveness of non-cash payment agreements at PT Wings Food Aceh Besar in supporting trade sustainability. The analysis process includes the stages of data reduction, data presentation and conclusion drawn, with the application of source triangulation techniques through comparing interview results with PT Wings Food's internal policies. Interviews were conducted with three categories of informants, namely *suppliers*, two partner traders, administrative staff of the finance department and suppliers of PT Wings Food. The research instrument used is in the form of semi-structured interview guidelines prepared based on indicators of conformity of non-cash transaction practices with the principles of the *ba'i al-dayn* contract, including aspects of clarity of objects, prices, payment tempos, balance of rights and obligations of the parties.⁹

⁸ Anggraeni Endah Kusuma, "Pembaharuan Hukum Perikatan Terhadap Pemenuhan Perjanjian Melalui Pembayaran Non Tunai," *Legal Spectrum* 18, no. 1 (2021): 1-12, <https://doi.org/10.35973/sh.v17i2.1913>.

⁹ Br. Tamaulina Sembiring, *Buku Ajar Metodologi Penelitian (Teori dan Praktik)* (Karawang: CV Saba Jaya Publisher, 2024). pp. 163-184.

RESULTS AND DISCUSSION

A. Akad Ba'i al-Dayn

Ba'i al-dayn is etymologically derived from two words, namely *al-ba'i*, which means buying and selling, and *al-dayn*, which means debt or receivable. *Ba'i al-dayn* can be interpreted as a contract to buy and sell debts and receivables that are still a person's dependents. This contract is known as a form of transaction in which the rights of receivables are transferred from the first creditor to another party in exchange for a certain reward.¹⁰

According to the scholars of jurisprudence, *ba'i al-dayn* is included in the category of contracts whose legal status is disputed. Some scholars consider it valid under certain conditions, while others reject it because it is considered close to riba if it is done in a way that is not in accordance with the Shari'a. Imam Malik, for example, emphasized that *ba'i al-dayn* is permissible if it is made on the condition of payment in cash, not with a new delay that creates potential uncertainty.¹¹

Hanafiyah scholars tend to be looser in looking at this contract. According to him, *ba'i al-dayn* is valid as long as the general conditions of buying and selling are met, such as the existence of willingness, clear objects, and no excessive *gharar*. Meanwhile, Shafi'iyah scholars are more cautious and tend to reject debt-to-debt transactions, because they are worried that it will cause uncertainty in value that is contrary to the principle of justice in muamalah.

The concept of *Ba'i al-Dayn* is, in fact, closely related to the transfer of rights. By selling receivables, a creditor no longer has a claim to the debtor, but rather leaves it to the buyer of the receivable. This shows that there is a mechanism of transfer of rights that has been known in the Islamic legal system for a long time, although modern terminology, such as "buying and selling and receivables", is more widely used in the contemporary world of banking and finance.

From the point of view of Islamic economics, *ba'i al-dayn* has the potential to be an instrument of liquidity. A person who has receivables but needs quick funds can sell the receivables to other parties. However, this is where the problem of fiqh lies, because the selling price of receivables is often not the same as the nominal debt listed, so it is feared that the practice of usury or exploitation will

¹⁰ Yulia Ayuningsih, Ida Friatna, and Hajarul Akbar, " Wanprestasi Dalam Penyelesaian Utang Petani Pada Agen Sawit Ditinjau Menurut Akad Ba'i Al-Dayn (Studi Pada Gampong Kuala Tadu Nagan Raya)," *AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah* 5, no. 2 (2024): 1-9, <https://doi.org/10.4324/9780203134566-13>.

¹¹ Muhammad Zaki, " Bentuk Dan Jenis Kontrak Jual Beli: al-Wafa, Al-Inah, Al-dayn, Dan al-dayn," *Istikhlas* 1, no. 2 (2019): 87-101, <https://ejurnal.iainyasnibungo.ac.id/index.php/istikhlas/article/view/274/181>.

occur. *Ba'i al-Dayn* is not only interpreted as a simple transaction but also as a reflection of the basic principles of muamalah, maintaining justice, avoiding exploitation, and ensuring legal certainty in the transfer of rights.¹²

The legal basis of *Ba'i al-Dayn* can be traced to the Qur'an, hadith, and ijma' of scholars who talk about the validity of buying and selling and the necessity of fulfilling the contract. One of the important verses that can be a reference is QS. An-Nisa (4): 29, which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تُنْهَا كُلُّهُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنفُسَكُمْ
إِنَّ اللَّهَ كَانَ بِكُمْ رَّحِيمًا

"O you who have believed, do not eat your neighbour's property in a wrong way, except in the form of business based on mutual will among you. Do not kill yourselves. Indeed, Allah is Most Merciful to you" (QS. An-Nisa (4): 29).

This verse is understood as legitimacy that, as long as the transaction is carried out legally, with the pleasure of both parties, then buying and selling, including *ba'i al-Dayn*, can be justified. The ijma' scholars do not explicitly mention *Ba'i al-Dayn*, but the general principles of muamalah make room for this practice. The rules of fiqh *al-ashlu fil mu'amalat al-ibahah* (basically, muamalah can be done unless there is evidence that prohibits it) are often used as a legitimacy of the ability of the *ba'i al-dayn* contract, of course, on the condition that it avoids riba and *gharar*.

The legal conditions in *ba'i al-dayn* basically follow the general provisions of the sale and purchase contract in fiqh, namely: (1) the existence of sellers and buyers, (2) the existence of objects to be traded, (3) the existence of prices, and (4) the existence of *ijab* and *kabul*, which shows the willingness of both parties. Because what is traded is receivables, the conditions become more complex, especially related to the clarity and certainty of receivables rights.

The object of the receivables traded must be clear in nominal, maturity, and debtor. If any of these elements are not clear, then the transaction is considered to contain prohibited *gharars*. For example, selling receivables without clarity on whether the debtor is able to pay off or not, this is feared to cause uncertainty in value. The seller of receivables (the initial creditor) should not be forced to sell his receivables, and the buyer of receivables must understand the risks he will bear.

¹² Nurmaiya Rahmi et al., " Analisis Terhadap Kitab Tafsir Al-Munir Karya Wahbah Zuhaili Nurmaiya," *Jurnal Hikmah* 19, no. 2 (2022): 250–69, <https://e-jurnal.staisumatera-medan.ac.id/index.php/hikmah/article/view/172>.

Payment in *ba'i al-dayn* should be made in cash. Most scholars prohibit debt transactions with debts (*bay' al-dayn bi al-dayn*), which is selling receivables in exchange for other receivables. This is considered to have the potential to give rise to the practice of usury and prolong ambiguity. Another very important legal condition is that there should be no additional interest or margin that resembles *riba*. If receivables worth 100 million are sold for 80 million in cash, some scholars still allow it as long as it is done transparently. However, if it is sold with additional systems or certain conditions that harm one of the parties, then the transaction is categorized as haram. *Ba'i al-Dayn*'s legal requirements emphasize certainty, fairness, and transparency.

In the modern era, the financial system is developing rapidly with the emergence of various non-cash instruments such as credit cards, current accounts, checks, and digital instruments. In this context, *ba'i al-dayn* can be seen as the fiqh basis for the practice of transfer of billing rights, which is often used in banking and financial institutions. For example, Islamic banks can buy receivables from customers to provide liquidity.

The concept of *factoring* or factoring in the modern world has similarities to *ba'i al-dayn*. The finance company buys receivables from other companies, then collects them from the debtor. Although this mechanism helps smooth cash flow, according to Sharia, it needs to be supervised so as not to cause usury or exploitation practices.

In non-cash transactions, *ba'i al-dayn* appears in the practice of buying securities or sharia bonds. When an investor buys the instrument, he is essentially buying the right to collect against the bond issuer. Therefore, contemporary scholars provide strict limits so that this instrument does not deviate from Sharia principles, especially in terms of clarity of value and payment time.¹³

Financial digitalization has made the practice of *ba'i al-dayn* even more relevant. For example, in *e-commerce*, sellers often get delayed payments from the platform. If the seller needs quick funds, he can sell his billing rights to a third party. This mechanism resembles *ba'i al-dayn* and needs Sharia regulation so that injustice does not occur.

There are three parties involved in the transaction of the *ba'i al-dayn* contract: the seller of receivables (the initial creditor), the buyer of the receivables, and the debtor (debtor). Each has different responsibilities according to their position in the transaction. The seller of receivables is responsible for ensuring

¹³ Hanudin Amin, "an Analysis of the Classical and Contemporary Juristic Opinions on Bay Al-Dayn," *Labuan e-Journal of Muamalat and Society* 1 (2007): 29–40, <https://eprints.ums.edu.my/id/eprint/45120/>.

the validity and clarity of the receivables sold, so as not to cause disputes in the future.

The seller of receivables is obliged to provide transparent information about the amount, maturity, and condition of the debtor. If the information provided is not correct or misleading, then the seller is considered to have committed fraud (*tadlis*) that cancels the contract. The buyer of receivables, on the other hand, is fully responsible for collecting receivables from the debtor after the contract has taken place. The risk of late or default payment completely passes on to the buyer. This is what distinguishes *ba'i al-dayn* from interest-bearing loan contracts, because the benefits and risks are borne by the buyer and receivable.

The debtor also has a moral and legal responsibility, namely to pay off obligations in accordance with the original agreement, even though the receivables have transferred ownership. The responsibilities in *ba'i al-dayn* are not only individual, but also collective. Each party must maintain honesty, fairness, and compliance with sharia so that the contract is not only legally valid but also a moral blessing. This is the main essence of responsibility in muamalah contracts.

B. Non-Cash Payment Transactions Between Traders and PT Wings Food Aceh Besar

Payment transactions are basically the activity of transferring economic value from buyers to sellers as a form of fulfilling obligations for goods or services obtained. In daily practice, payment transactions can be carried out in cash or non-cash. Cash transactions emphasize the direct movement of physical money on the spot, while non-cash transactions involve delaying payments or transferring value through a medium other than physical money. Non-cash transactions provide flexibility for the buyer to postpone their financial obligations in accordance with the agreement.¹⁴

The development of the modern economic system has further expanded the choice of non-cash payment instruments. This instrument is not limited to the trade credit system, but also includes the use of debit cards, credit cards, bank transfers, and digital wallets. Each instrument has its own advantages, especially in terms of efficiency, security, and more accurate transaction recording. With

¹⁴ Yeni Alfiana et al., "Sistem Pembayaran Tunai Dan Non Tunai Pada PT. Kedamaian," *Jurnal Media Akuntansi (Mediasi)* 6, no. 2 (2024): 189–201, <https://doi.org/10.31851/jmediasi.v6i2.15009>.

this system, economic activities become faster and can reduce dependence on physical money.¹⁵

Non-cash transactions conceptually contain legal and trust dimensions. The seller must believe that the buyer will pay off his obligations according to the agreed-upon tempo, while the buyer is obliged to maintain credibility by fulfilling the promise of payment. This relationship of trust is then strengthened by contracts, company procedures, or risk control systems. Non-cash transactions are not only related to economic aspects, but also to ethical and legal aspects.

In the non-cash system, a credit mechanism has emerged that allows buyers to obtain goods in advance without having to pay in advance. This kind of pattern is very helpful for small traders who often face limited capital. With credit, they can still maintain the availability of merchandise. However, at the same time, this pattern also increases the risk for the seller, as there is a possibility that the buyer will fail to fulfil his obligations.

The risk of default in non-cash transactions is often anticipated by setting conditions, for example, buyers can only obtain credit facilities after making several cash transactions first. Companies can assess buyers' consistency in transacting as well as measure their financial capabilities. This system ultimately creates a balance between the need for traders to acquire goods quickly and the company's interest in maintaining liquidity.¹⁶

Non-cash transactions are also influenced by the socio-economic conditions of the community. In developing countries, credit payment models are still very dominant in the traditional trade sector. This is because traders generally do not have extensive access to formal financial facilities. Non-cash transactions still rely on social relationships, trust, and internal rules of the company, not solely on modern financial instruments.

In Indonesia, non-cash transactions have grown rapidly along with the digitalization of the economy. Bank Indonesia encourages the public to use instruments such as bank transfers, ATM/debit cards, credit cards, *e-money*, and QRIS (*Quick Response Code Indonesian Standard*). The National Non-Cash Movement (GNNT) program, since 2014, has been an important milestone in

¹⁵ Misfah Muslimawati, "Analisis Penggunaan Aplikasi Qris Sebagai Alat Pembayaran Non Tunai Untuk Mempermudah Transaksi Bagi Pelaku Usaha Ukm Di Kecamatan Abepura, Kota Jayapura," *Lajumen : Lajagoe Journal Management And Business* 2, no. 1 (2024): 185–96, <https://journal.lajagoe.com/index.php/lajumen/article/view/43>.

¹⁶ I Kadek Ary Astrawan, I Nyoman Putu Budiartha, dan Ni Made Puspasutari Ujianti, "Perlindungan Hukum Bagi Pemegang Kartu E-Money Sebagai Alat Pembayaran dalam Transaksi Non Tunai," *Jurnal Interpretasi Hukum* 2, no. 2 (2021): 366–71, <https://doi.org/10.22225/juinhum.2.2.3442.366-371>.

efforts to reduce the dominance of cash transactions that are considered inefficient.¹⁷

Non-cash transactions in Indonesia are not only applicable in the modern banking and retail sectors, but also penetrate the informal sector, including small and medium traders. Through digital wallets such as OVO, GoPay, Dana, and ShopeePay, people are increasingly accustomed to making cashless payments. This system not only makes it easier for consumers but also opens up merchants' access to more transparent transaction recording. However, beyond digitalization, traditional credit-based non-cash transaction models still exist. Traditional traders in people's markets often make payments on time, especially when dealing with large distributors. This shows that non-cash transactions in Indonesia run in two forms: modern, based on financial technology, and conventional, based on debts and receivables.

The fundamental difference between modern and traditional non-cash transactions in Indonesia lies in regulations and risks. In digital systems, security is more guaranteed because it is under the supervision of an official financial institution. Meanwhile, in traditional non-cash transactions, the risk of default is fully borne by the seller, which often causes problems in the trade relationship. In addition, Indonesian people still face low financial literacy constraints. Many small traders do not fully understand the legal and financial consequences of non-cash transactions. As a result, late payments or inability to pay off obligations often occur, causing losses for suppliers and distributors.¹⁸

PT Wings Food implements a non-cash payment system based on trade credit aimed at traders, especially small and medium traders. Based on the results of field interviews, traders who want to get credit facilities are required to first make four cash transactions for four consecutive weeks. This mechanism serves as a filter to ensure the seriousness and capacity of traders in fulfilling their obligations.

After going through the initial stage, traders can obtain goods with an interest-free credit system. The company sets the payment period for two weeks from the date of delivery of the goods. This system is non-cash (*factoring*), which

¹⁷ Dita Anjani, Husni Awali, dan Dwi Novaria Misidawati, "Analisis Faktor-Faktor Yang Mempengaruhi Minat Generasi Z Dalam Menggunakan Sistem Pembayaran E-Wallet," *Journal Sahmiyya* 1, no. 1 (2022): 124-34, <https://ejournal.uingusdur.ac.id/sahmiyya/article/download/437/174/1484>.

¹⁸ Januaria Kartika Ati, Maria Indriyani Hewe Tiwu, dan Novi Theresia Kiak, "Pengaruh Perilaku Keuangan Dan Pengetahuan Keuangan Terhadap Transaksi Pembayaran Non Tunai Pelaku UMKM di Daerah Perbatasan Kecamatan Raihat Kabupaten Belu," *Anggaran: Jurnal Publikasi Ekonomi dan Akuntansi* 2, no. 3 (2024): 165-77, <https://doi.org/10.61132/anggaran.v2i3.746>.

means traders can return to order the following week even though the first invoice has not been paid, because each invoice has a different due date.

In practice, salesmen make weekly visits to receive new orders as well as make bills. However, invoice billing is only done in the third week, meaning the company provides more leeway than the standard tempo. This reflects the flexibility offered by PT Wings Food to maintain good relations with traders. Interestingly, PT Wings Food does not apply fines or interest for late payments. The consequences imposed are more administrative, such as a permanent ban for traders who fail to pay off their obligations for up to two months. Once blocked, the trader can no longer make transactions, even if the debt is finally paid off.¹⁹

This system shows that PT Wings Food is trying to maintain a balance between giving space to traders with limited capital, while protecting the interests of the company from the risk of long-term losses. With a non-interest policy, the company avoids the potential accusation of usury practices, which in the context of Acehnese society is very important because of the strong Sharia values.

Every store that wants to partner with PT Wings Food is required to register first. In this process, the store owner must submit an identity document in the form of an original ID card to the sales party, which is then forwarded to the administration department to be registered. After the registration process is complete, the store can place an order for goods the following week. To obtain credit facilities or non-cash payments, stores are required to first make cash transactions four times in a row within a period of four weeks. This policy is intended as a form of assessment of the consistency and commitment of stores in maintaining smooth payments.

Overall, the non-cash payment system at PT Wings Food is designed to provide convenience for merchants in obtaining goods, even though capital constraints are an obstacle. This system provides a leniency of tempo, does not charge interest, and provides a double booking opportunity through a non-cash mechanism. However, the main weakness lies in the risk of late payments, so companies must compensate with a termination policy as a form of long-term risk control.²⁰

¹⁹ Interview results with Rayyan Azmi, supplier of PT Wings Food on February 2, 2025.

²⁰ Alfiana et al., "Sistem Pembayaran Tunai Dan Non Tunai Pada PT. Kedamaian."

C. Review of *Ba'i al-Dayn* Contract on Non-Cash Product Payment System at PT Wings Food Aceh Besar

Ba'i al-dayn refers to a buying and selling transaction whose object is receivables that are still the responsibility of certain parties. This concept is often debated by scholars, because on the one hand it provides flexibility for those who need liquidity, but on the other hand it has the potential to cause the practice of riba or gharar if not carried out carefully.

The scholars differ on the validity of *ba'i al-dayn*. Hanafiyah scholars tend to allow as long as the conditions of the contract are met, such as the clarity of the object, the willingness of both parties, and the absence of an element of fraud. Meanwhile, the scholars of Shafi'iyah and Hanabilah are more cautious, even rejecting this practice if it causes the exchange of debt for debt (*bay' al-dayn bi al-dayn*), because it is feared that it contains uncertainty of value and has the potential for usury.²¹

Ba'i al-dayn has great relevance because it relates to the mechanism of liquidity. A person who has receivables can sell his rights to another party if he needs funds immediately. However, to be legally valid under Sharia, this transaction must not contain additional interest or conditions that are detrimental to either party. The essence of *ba'i al-dayn* is to maintain justice, transparency, and certainty of rights in the muamalah contract. It can be seen that non-cash transactions carried out by PT Wings Food and traders are closely related to the *ba'i al-dayn mechanism*. Although not in the form of modern factoring, the pattern of trade credit payments that are deferred until a certain period has similar characteristics to debt buying and selling transactions.²²

The non-cash payment system at PT Wings Food provides traders with the opportunity to obtain merchandise even though they have not made cash payments. With the two-week tempo mechanism and the opportunity to place a second order before the first invoice is paid, it is clear that the company gives the merchant the flexibility to postpone his obligations. In the fiqh of muamalah, this is categorized as buying and selling with the suspension of payment, the essence of which is included in *ba'i al-dayn*.

The company's policy of not setting interest or late fines shows an effort to avoid the element of usury. In many cases, conventional credit adds an interest

²¹ Rachmad Risqy, "Penerapan Akad Bai Ad-Dayn Pada Obligasi Syariah dan Sukuk Negara (Surat Berharga Syariah Negara / Sbsn)", *Jurnal SEBI*, No. 1 (2022): 1-14 <https://doi:10.31219/osf.io/4jwn8>.

²² Rizky Ramadini Febrinda dan Rahayu Ningsih, "Kesiapan Digitalisasi Sistem Pembayaran Non Tunai Di Pasar Rakyat," *Jurnal Ekonomi dan Kebijakan Publik* 13, no. 1 (2022): 87-100, <https://doi.org/10.22212/jekp.v13i1.2095>.

burden when there is a delay. However, PT Wings Food chose to only provide administrative sanctions in the form of permanent blocking for traders who fail to pay off their obligations after two months. This is in line with the Islamic principle that rejects additional value beyond the principal of the debt. However, this system still contains the potential of *gharar* if traders do not manage their obligations properly. For example, the merchant continues to pick up goods even though the previous invoice has not been paid off.²³

If the ability to pay is not balanced with the amount of goods taken, the risk of default is even greater, which in fiqh can be seen as a form of ambiguity in the ability to fulfil the contract. Non-cash practices at PT Wings Food can be said to be close to the principle of *ba'i al-dayn*, which is permissible, provided that it is carried out with the conditions of transparency, nominal clarity and the ability of traders to pay off obligations according to the deadline.

The legal conditions of *ba'i al-dayn* include four things: the existence of the subject of the contract (seller and buyer), the existence of a clear object (receivables or goods), the existence of an agreed price value, and the existence of *ijab* and *kabul*. In the Wings Food system, these four elements are met. The merchant plays the role of the debtor, the company is the seller, the merchandise is the object, and the price is clearly determined from the beginning.

One of the important requirements is the clarity of the value of receivables. In practice, PT. Wings Food, each transaction is recorded through an invoice that contains the number of goods, price, and maturity. This condition is met because the nominal liability of the trader is known for sure from the beginning of the transaction. The next condition is certainty of maturity. The company set a two-week tempo and gave a tolerance of up to two months before termination. This shows that there is clarity regarding the payment deadline. In terms of fiqh, clarity of time is very important so that the contract does not contain *gharar*. The contract between PT. Wings Food and Traders are based on the agreement of both parties. Traders are free to choose whether they want to make cash transactions or take advantage of non-cash facilities. There is no element of coercion, so the conditions of willingness are met.²⁴

Ba'i al-dayn in the modern context is often associated with the practice of factoring or factoring, in which a company's receivables are sold to a third party at a certain price. This mechanism is similar to that in the banking and financial

²³Hastani Febriaty, "Pengaruh Sistem Pembayaran Non Tunai Dalam Era Digital Terhadap Tingkat Pertumbuhan Ekonomi Indonesia," *FRIMA*, no. 1 (2019): 306–13, <https://prosidingfrima.digitechuniversity.ac.id/index.php/prosidingfrima/article/view/47>.

²⁴ Annisa Mellani dan Nina Eka Putri, "Sistem Pembayaran Nontunai Berbasis Digital Di Kabupaten Aceh Barat," *AL-IQTISHAD: Jurnal Perbankan Syariah dan Ekonomi Islam* 2, no. 1 (2024): 32–44, <http://ejournal.staindirundeng.ac.id/index.php/aliqtishad%0ASISTEM>.

sectors. In comparison, the Wings Food system does not reach the stage of selling receivables, but simply provides payment deferrals to merchants. The similarity lies in the existence of deferred billing rights. Merchants who receive goods have unpaid financial obligations, and the company has the right to collect within a certain period. This situation is similar to the structure of *ba'i al-dayn*, although the object is not securities, but consumables. The difference is that in banking practice, there are often discounts in receivables prices that have the potential to cause usury. Meanwhile, in Wings Food, the price of goods remains the same whether paid in cash or non-cash, so there is no addition or reduction in value. This makes the Wings Food system safer from the Sharia side.

From the trader's side, the non-cash system helps maintain business continuity. They can still get goods even though their capital is limited. This is in accordance with the purpose of muamalah, which is to facilitate the economic activities of the community without burdening one of the parties. From the corporate side, this system increases merchant loyalty because they feel helped. However, on the other hand, the risk of default also increases, especially if traders are not disciplined in managing finances. If the trader fails to pay off and the company has to implement a termination, then the business relationship is severed. This shows that *ba'i al-dayn* still needs a strict control mechanism so as not to harm one party.²⁵

The practice of ordering new goods before the repayment of old invoices has the potential to cause *gharar* due to the unclear repayment of debts. If the old debt is replaced by a new debt without clarity of priority, this can approach the *bay' al-dayn bi al-dayn* that some scholars forbid. To avoid these risks, clear rules are needed about payment priorities, receivables limits and repayment schedules. Meanwhile, the termination policy is effective in maintaining cash flow, but from the side of *maqāṣid al-syārī'ah*, it can be detrimental to traders. A more beneficial alternative is instalment restructuring, financial assistance and tiered sanctions to remain in line with the principles of justice and business protection.

CONCLUSION

Based on the results of the analysis, it can be concluded that the non-cash payment system implemented by PT Wings Food Aceh Besar is basically in accordance with the principle of the *ba'i al-dayn* contract because it meets the requirements for clarity of the object, the willingness of the parties, the certainty

²⁵ Ayu Nursari, I Wayan Suparta, dan Yoke Moelgini, "Pengaruh Pembayaran Non Tunai Terhadap Jumlah Uang yang Diminta Masyarakat," *Jurnal Ekonomi Pembangunan* 8, no. 3 (2019): 169-82, <https://doi.org/10.23960/jep.v8i3.46>.

of the price and clear payment tempo, as well as the absence of additional interest that has the potential for usury. However, this practice still contains the risk of late payment and potential *gharar*, especially through non-cash payment mechanisms that have the potential to cause uncertainty in repayment. For the management of PT Wings Food, it is necessary to implement a more structured risk control system, such as receivables restrictions, transparent repayment schedules and the implementation of payment restructuring as an alternative to termination. For traders, these findings show the importance of discipline in fulfilling payment obligations and understanding of the principles of Sharia transactions so that partnership relationships remain sustainable. For regulators, this research can be an input to formulate guidelines or operational standards for sharia-based trade credit in the distribution sector. Meanwhile, for the development of Islamic economic theory, this result enriches empirical studies on the application of *ba'i al-dayn* contracts in the context of modern business, as well as opening up opportunities for further research on risk management and justice protection in sharia-based non-cash transactions.

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