

**PRICING IN THE TRANSACTION OF BUYING AND SELLING CLOTHES  
WITH MURABAHAH CONTRACT BY MSMES  
IN GAMPONG RUMPET, ACEH BESAR**

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**Abstract**

This study aims to analyze pricing practices in clothing sales transactions conducted by Micro, Small, and Medium Enterprises in Gampong Rumpet from the perspective of the *murabahah* contract in Islamic jurisprudence (*fiqh muamalah*). The main focus of this research lies in the pricing mechanism applied by MSME actors and its conformity with the principles of transparency regarding cost price and clarity of profit margin, which constitute the essential characteristics of the *murabahah* contract. This research employs an empirical legal method using a case approach and a conceptual approach. Data were collected through interviews, observations, and literature review, and subsequently analyzed using qualitative descriptive analysis. The findings indicate that pricing practices among MSMEs in Gampong Rumpet generally involve disclosing only the final selling price without informing consumers of the cost price and profit margin, thereby failing to fully comply with the requirements of a *murabahah* contract. This condition has the potential to give rise to elements of *gharar* (uncertainty) and an imbalance in bargaining positions, which contradicts the principles of justice and equality in Islamic economics. Therefore, this study recommends the need for education and assistance for MSME actors regarding the application of a simplified *murabahah* model that nonetheless upholds the principles of transparency and fairness in order to realize transactions in accordance with Islamic values.

**Keywords:** *Murabahah Contract; Pricing Transparency; MSMEs; Fiqh Muamalah; Gharar*

### Abstrak

Penelitian ini bertujuan untuk menganalisis praktik penetapan harga dalam transaksi jual beli pakaian oleh Usaha Mikro, Kecil dan Menengah (UMKM) di Gampong Rumpet ditinjau dari perspektif akad murabahah dalam fikih muamalah. Fokus permasalahan penelitian ini terletak pada mekanisme penetapan harga yang dilakukan pelaku UMKM serta kesesuaiannya dengan prinsip transparansi harga pokok dan kejelasan margin keuntungan yang menjadi karakteristik utama akad *murabahah*. Penelitian ini menggunakan metode hukum empiris dengan pendekatan kasus dan pendekatan konseptual. Data diperoleh melalui wawancara, observasi dan studi kepustakaan, kemudian dianalisis secara kualitatif deskriptif. Hasil penelitian menunjukkan bahwa praktik penetapan harga oleh UMKM di Gampong Rumpet umumnya hanya menyampaikan harga jual akhir tanpa mengungkapkan harga pokok dan margin keuntungan kepada pembeli, sehingga belum sepenuhnya memenuhi ketentuan akad *murabahah*. Kondisi ini berpotensi menimbulkan unsur *gharar* dan ketidakseimbangan posisi tawar, yang bertentangan dengan prinsip keadilan dan kesetaraan dalam ekonomi syariah. Penelitian ini merekomendasikan perlunya edukasi dan pendampingan bagi pelaku UMKM mengenai penerapan *murabahah* yang sederhana namun tetap memenuhi prinsip transparansi dan keadilan guna mewujudkan transaksi yang sesuai dengan nilai-nilai syariah.

**Kata Kunci:** *Akad Murabahah; Penetapan Harga; UMKM; Fikih Muamalah; Gharar*

## INTRODUCTION

Islamic economics, with the principles of justice, transparency and the prohibition of usury, has become an important foundation in regulating muamalah transactions, including buying and selling. In this context, the *murabahah contract* stands out as one of the relevant buying and selling instruments, where the selling price is determined based on the cost of goods plus the profit margin that is transparently agreed. This deductive approach starts from the general principles of muamalah fiqh, which emphasizes *tarādīn* (common will) and *al-'adl* (justice), which are then specifically applied to the pricing practices by Micro, Small and Medium Enterprises (MSMEs).<sup>1</sup>

Fiqh muamalah explicitly legalizes trade as a means of earning a halal livelihood, as well as providing sharia legitimacy for the practice of buying and selling transactions in accordance with sharia provisions, including *murabahah*. The *murabahah contract* was developed as a form of buying and selling that requires the disclosure of the cost of goods by the seller to the buyer. This transparency is the essence of *murabahah*, which distinguishes it from other

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<sup>1</sup> Denisa Arwanita et al., "Implementasi Akad Murabahah Bil Wakalah Pada Pembiayaan Otomotif Dalam Perspektif Ekonomi Islam," *AT-TAWASSUTH: Jurnal Ekonomi Islam* 7, no. 1 (2022): 81-89.

buying and selling transactions. Without this transparency, a transaction has the potential to violate sharia principles, even if outwardly goods and money have changed hands, which can create doubt and illegitimacy in the view of Islamic law.<sup>2</sup>

MSMEs play a crucial role in the Indonesian economy, contributing significantly to the national Gross Domestic Product (GDP) and labour absorption. The clothing sector, in particular, is one of the dynamic MSME sectors and has a large market share. Data from the Central Statistics Agency (BPS) in 2023 shows that MSMEs contribute around 61% to GDP and absorb 97% of the workforce, underscoring the importance of this sector. However, pricing practices among MSMEs, especially in traditional or informal markets, are often still not fully aligned with sharia principles that require transparency and fairness.<sup>3</sup>

Gampong Rumpet, a village in Aceh, reflects the dynamics of local MSMEs that operate in the clothing sector. The research conducted by the author shows that the majority of MSME actors in Gampong Rumpet operate as individual sellers and do not have permanent physical stores. They tend to peddle goods in small stalls, markets or even from house to house. This kind of business model allows them to minimize operational costs.

The pricing practice by MSMEs in Gampong Rumpet is generally intuitive, with selling prices set based on purchase capital, operational costs and profit targets without transparent details to buyers. The results of an interview with one of the traders in Gampong Rumpet revealed that most of them do not have a formal basic price recording system, and pricing decisions are often based on personal experience or estimates.<sup>4</sup>

This lack of transparency creates the potential for *gharar* (ambiguity) in transactions. In *murabahah*, the disclosure of the cost of goods by the seller is an obligation to ensure that the buyer has sufficient information to make a rational and fair purchase decision. When the cost of goods information is not disclosed, buyers are in an uncertain position regarding the true value of the product and the amount of profit taken by the seller, which can cause them to feel

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<sup>2</sup> Muhammad Sauqi, Muhammad Aulia Rahman, dan Maulana Fauzani Mahdi.K, "Prinsip Akad *Murabahah* di Lembaga Keuangan Syariah Perspektif Fikih Muamalah," *Muawadah Jurnal Hukum Ekonomi Syariah* 4, no. 2 (2025): 1-12.

<sup>3</sup> Lokot Muda Harahap et al., "Peran UMKM Dalam Mendorong Pertumbuhan Ekonomi Berkelanjutan," *PESTEL : Management and Marketing Journal* 1, no. 1 (2025): 16-2.

<sup>4</sup> Interview with Mrs. Nur Azizah, one of the traders in Gampong Rumpet, Krueng Barona Jaya District, Aceh Besar, on September 10, 2025.

disadvantaged. This ambiguity has the potential to undermine the principles of fairness and willingness in transactions.<sup>5</sup>

Along with the rapid growth of the sharia economy, there are efforts to encourage MSMEs to adopt more sharia principles in their business operations. The 2023 Financial Services Authority (OJK) report notes that Islamic banking assets have reached significant figures. However, the penetration of sharia principles, especially *murabahah*, into the daily buying and selling practices of MSMEs still needs to be improved. There are still many MSMEs that have not fully understood or implemented the transparency of the basic price required by Sharia, thus hindering the potential to build stronger consumer trust.<sup>6</sup>

The gap between MSME practices and the principle of *murabahah* contracts, especially related to the transparency of the cost of goods and the clarity of profit margins, demands a comprehensive solution. Continuous education for MSME traders about the essence of *murabahah*, not only as buying and selling with profit alone, but also as a transaction based on honesty and openness.

The *murabahah contract* requires openness of the cost of goods and the clarity of profit margin as the main elements of the validity of the contract; the practice of buying and selling clothes by MSMEs in Gampong Rumpet shows the opposite tendency. Sellers generally only convey the final selling price without explaining the cost of obtaining goods and the amount of profit taken. This practice creates ambiguity (*gharar*) and has the potential to interfere with the principles of willingness (*tarāđin*) and justice (*al-'adl*) in transactions. The problem becomes even more relevant when the practice is analyzed using the *murabahah contract*, while the essential elements of *murabahah* are not fulfilled. This condition raises questions about the suitability of the pricing practice of MSMEs with the provisions of the *murabahah contract* in the fiqh muamalah and its legal implications for the validity of the contract and the protection of consumer rights.

## RESEARCH METHODS

This study uses a type of empirical juridical research with a *case approach* and a conceptual approach. The case approach was used to directly examine the

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<sup>5</sup> Risma Khuzaimatul Husnah, Siti Alifia, dan Ayu Rohmayanti, "Tantangan Transparansi Harga dalam Pembiayaan *Murabahah* di Perbankan Syariah," *JIMU: Jurnal Ilmiah Multi Disiplin* 4, no. 1 (2025): 1724-1730.

<sup>6</sup> Alita Fitriyani, Roy Irawan, dan Yandri Ahmad Rifandi, "Pengaruh Kebijakan Struktur Modal dan Likuiditas Terhadap Risiko Keuangan Pada Bank Umum Syariah yang Terdaftar di Otoritas Jasa Keuangan Periode 2019-2023," *Jurnal Ekonomi Bisnis Antartika* 3, no. c (2025): 143-151.

practice of setting the price of buying and selling clothes by MSME actors in Gampong Rumpet, Aceh, while the conceptual approach was used to analyze the suitability of the practice with the concept of *murabahah contract* in fiqh muamalah. The data source consists of primary data and secondary data. Primary data was obtained through direct interviews with clothing MSME actors and consumers in Gampong Rumpet, consisting of traders and consumers, as well as observation of the trading and purchase transaction practices that took place. Secondary data were obtained from muamalah fiqh literature, books, scientific journals, regulations related to sharia economics, and relevant supporting sources. Data collection techniques are carried out through interviews, documentation and literature studies. Furthermore, the data is analyzed qualitatively using the analytical descriptive analysis method, which is to describe empirical facts in the field and then analyzed with the theory and principles of murabahah contracts to draw conclusions that are normative and applicable.<sup>7</sup>

## RESULTS AND DISCUSSION

### A. The Concept of the *Murabahah Contract*

*Murabahah* is a type of sale and purchase contract that has a fundamental position in Islamic muamalah jurisprudence, known as a form of buying and selling with the cost of goods plus the agreed profit. This contract inherently emphasizes the disclosure of information regarding the cost of acquiring goods by the seller, which will then be communicated to the buyer. This transparency is at the heart of *murabahah*, distinguishing it from other types of buying and selling transactions that may not require detailed disclosure of capital prices.<sup>8</sup>

The definition of *murabahah*, according to the scholars of muamalah jurisprudence, generally refers to a transaction in which the seller sells goods to the buyer at a price consisting of the cost of purchase of the goods plus the profit margin that has been agreed upon by both parties. For example, scholars from the Shafi'iyyah school define it as buying and selling in which the selling price is determined based on the seller's acquisition price plus certain profits, such as the addition of one dirham per unit of goods. This emphasizes that *murabahah* is not just an ordinary buying and selling, but a structured transaction with the element of revealing the cost of goods as the main condition.<sup>9</sup>

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<sup>7</sup> Amtai Alaslan, *Metode Penelitian Kualitatif* (Depok: RajwaliPers, 2021). pp. 125-141.

<sup>8</sup> Sauqi, Aulia Rahman, dan Mahdi.K, "Prinsip Akad *Murabahah* di Lembaga Keuangan Syariah Perspektif Fikih Muamalah." *Muwadah* 4, no. 2 (2025): 1-12.

<sup>9</sup> Sunandar, Dwinanto Proyo Susetyo, dan Sulaeman, "Pandangan Madzhab Syafi'i Tentang Uang Muka Pada Pembiayaan *Murabahah*," *Al-Amwal* vol 1, no. 1 (2023): 55-62.

The basis of *murabahah* law comes from the Qur'an, one of which is in Surah Al-Baqarah, verse 275, which reads:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُولُونَ إِلَّا كَمَا يَقُولُ الَّذِي يَتَحَبَّطُهُ الشَّيْطَنُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَخْلَقَ اللَّهُ الْبَيْعَ وَحْرَمَ الرِّبَا فَمَنْ حَاجَهُ مَوْعِظَةٌ مِّنْ رَّبِّهِ فَأَنْتَهَى فَلَهُ مَا سَلَفَ وَأَمْوَالُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَبُ النَّارِ هُمْ فِيهَا حُلِّدُونَ

"Those who eat usury cannot stand, except like those who stand staggering because of the trance of Satan. This happens because they say that buying and selling is the same as usury. In fact, Allah has legalized buying and selling and forbade usury. Whoever has come to him a warning from his Lord (concerning usury), then he stops so that what he has obtained before belongs to him and his affairs are up to Allah. Whoever repeats (the transaction of usury), they are the inhabitants of Hell. They remain in it." (Q.S Al-Baqarah: 275).

This verse explicitly distinguishes between halal buying and selling and unlawful usury, providing sharia legitimacy for the practice of buying and selling transactions in accordance with sharia provisions, including *murabahah*. The explanation of this verse shows that Islam does not prohibit profits from trade, as long as it is done through a fair and transparent buying and selling mechanism, not through exploitative usury practices. The context of this verse is also often associated with the discussion of mufasir regarding the relevance of buying and selling and its position in Islam, as well as the problem of usury in various eras.<sup>10</sup>

For the sake of a sharia-valid *murabahah* contract, there are principles and conditions that must be met. The first pillar is the existence of parties who have contracts, namely sellers and buyers. Both must meet certain conditions, such as reasonableness, *puberty* and *mumayyiz* (able to distinguish between good and bad), and have the legal capacity to conduct transactions. The second pillar is the object of the contract, which in this case is the goods that are traded. The item must meet several criteria, must be halal, clear in its specifications and must be fully owned by the seller before being sold to the buyer.<sup>11</sup>

The third pillar is the cost of goods and profit margin. This is a characteristic of *murabahah*, where the seller is obliged to inform the buyer of the cost of goods (purchase capital), then add the agreed profit margin. The

<sup>10</sup> Mukhlis Kaspul Anwar, "Implementasi larangan riba dalam perbankan syariah: analisis qs. al-baqarah ayat 275-279," *Jurnal EKOBIS-DA; Jurnal Ekonomi Dan Bisnis* 6, no. 2 (2025): 68-69.

<sup>11</sup> Muhammadiyah dan Zulhamdi, "Implementasi Murabahah pada Perbankan Syariah," *Al-Hiwalah: (Sharia Economic Law)*1, no. 1 (2022): 53-73.

importance of this disclosure is to ensure transparency and fairness in transactions. The buyer must know what the seller's capital is and how much profit is taken. The fourth pillar is *ijab qabul* or agreement. *Ijab qabul* is a statement of intent from both parties to carry out buying and selling transactions. The seller declares the offer (*ijab*), and the buyer declares the acceptance (*qabul*). This agreement must be done voluntarily and without coercion from any party, reflecting the principle of *tarādin* or mutual will.<sup>12</sup>

*Murabahah* has historically been often associated with Islamic financial institutions, such as Islamic banks or Islamic cooperatives, which use it as a financing instrument. However, it is important to understand that the *murabahah contract* is actually a form of buying and selling that is generally applicable and not limited to financial institutions. *Murabahah* is a fiqh concept that can be applied in every buying and selling transaction, even on an individual or small business scale. This means that MSME actors can directly apply *murabahah principles* in their daily transactions without having to be bound by the banking framework.<sup>13</sup>

The relevance of *murabahah* in the practice of simple buying and selling by MSMEs is very high. Many MSMEs, especially those engaged in the clothing trade sector, conduct buying and selling transactions directly with consumers. In this context, the principles of cost of goods transparency and profit margin clarity that are characteristic of *murabahah* can be applied to build consumer trust. In the midst of fierce market competition, MSMEs that are able to offer transparency and fairness in transactions will be more attractive to consumers who are increasingly aware of ethical and Sharia values.<sup>14</sup>

Although relevant, the implementation of *murabahah* by MSME actors is not without challenges. One of the main challenges is the limited understanding of MSME traders about the concept of *murabahah* in depth. Many may only understand *murabahah* as buying and selling with certain profits without realizing the essential obligation of cost of goods transparency. Some consumers themselves do not understand what *murabahah* is and their rights to ask for the cost of living, so MSME traders may feel that there is no pressure to be transparent. This creates a circle where a lack of information from both sides hinders the optimal implementation of *murabahah*.

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<sup>12</sup> *Ibid.*, 54-60.

<sup>13</sup> Ahmad A. Ridwan dan Dina Camelia, "Peran Pembiayaan *Murabahah* Terhadap Perkembangan Usaha Dan Kesejahteraan Pelaku UMKM Pasar Tradisional," *Jurnal Ekonomi Islam*, Vol. 1, no. 3 (2018): 37-46.

<sup>14</sup> Siti Ayu Rochmaniah dan Renny Oktafia, "Implementasi Pembiayaan Akad *Murabahah* dalam Upaya Peningkatan UMKM di KSPPS Permata Barokah Jaya Kelurahan Pandaan," *Jurnal Ilmiah Ekonomi Islam*, Vol. 7, no. 2 (2021): 1038-1047.

## **B. Pricing in Clothing Buying and Selling Transactions by MSMEs**

The practice of buying and selling clothes by MSMEs in Gampong Rumpet shows distinctive characteristics, reflecting the nature of micro and small businesses that generally operate with limited resources and flexible business models. The dominant sales pattern is through small stalls or as individual sellers. Many MSME actors in the region do not have permanent physical stores, but instead sell their goods in strategic places, such as markets, roadsides, or even from house to house. This approach allows them to minimize operational costs such as store rentals, but on the other hand, it also affects consumer perception.<sup>15</sup>

As an individual seller, the interaction between the merchant and the buyer is often direct and personal. Transactions can occur through face-to-face negotiations, where prices are often discussed flexibly. This sales model is different from modern retail, which has a fixed price and is clearly stated. The non-permanent nature of the store also means that merchandise can move from location to location, depending on the event or sales opportunity. This flexibility is a characteristic that allows MSMEs to adapt to local market dynamics, but also contributes to inconsistencies in pricing practices.<sup>16</sup>

The way of dealing between sellers and buyers is generally simple. The buyer chooses the desired outfit, then asks the seller for the price. Furthermore, there can be a bargaining process or a direct price agreement if the buyer agrees to the price offered. This process is often not accompanied by a detailed explanation of the price component, such as purchase capital or profit margin. Buyers usually only focus on the final price to be paid, while sellers tend to focus on financial gains without considering the transparency aspect of the cost of goods information.<sup>17</sup>

This condition is strengthened by the results of an interview with Nur Azizah, one of the clothing traders in Gampong Rumpet, that most of the clothing business actors in Gampong Rumpet are individual sellers. They buy clothing stock from distributors or wholesale markets, then resell it at retail. This small scale of business means they don't have complicated record-keeping systems, and pricing decisions are often intuitive, based on experience and estimation. As a result, there is a huge variation in the way they set prices, even for relatively

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<sup>15</sup> Arkan Zhalifunnas et al., "Analisis Peluang Bisnis Melalui Pemahaman Perilaku Konsumen dengan Pendekatan Matematika Ekonomi," *Jurnal Manajemen dan Pemasaran Digital*, Vol. 2, no. 1 (2024): 29–35.

<sup>16</sup> Muslichah Erma Widiana dan Endah Rusmawati, "Pengaruh Ekuitas Merek, Kualitas Produk Dan Penjualan Perorangan Terhadap Keputusan Pembelian Produk Maspion Di Desa Seruni Gedangan Sidoarjo," *e-Jurnal Manajemen Kinerja* Vol. 1, no. 1 (2015): 63–76.

<sup>17</sup> Akbar Sabani, "Pembulatan Harga Pada Transaksi Jual Beli Di Minimarket," *Al-Amwal : Journal of Islamic Economic Law* 4, no. 1 (2020): 40–51.

similar products, which then leads to confusion among buyers. However, there is direct and personal interaction in transactions, which also has a positive side. The relationship between sellers and buyers can become closer, building an emotional bond that can drive loyalty.

Based on the results of an interview with Ridwan, a trader in Gampong Rumpet, the pricing mechanism by MSME traders in Gampong Rumpet tends to vary and is often not formally structured. The way traders determine the selling price is greatly influenced by several key factors. First, the capital for purchasing goods is a basic component that must be taken into account. Sellers will target prices that can at least cover the initial cost of getting clothes from suppliers or wholesalers. The amount of capital itself can vary between traders depending on the source of goods and the scale of purchase.

Second, transportation costs are also an important factor, especially for individual sellers who may have to travel long distances to get a stock of goods. These costs are often added to capital calculations or charged directly to the selling price per unit, depending on the number of goods purchased and transportation efficiency. For MSMEs with profit margins that are not too large, transportation costs can have a significant impact on the final price.

Third, operational costs, although not always formally recorded, also affect pricing. Even if they don't have a permanent store, sellers may have other costs, such as stall fees, simple promotional fees, or storage fees. These costs will be taken into account in the total costs that must be covered from the sale proceeds and will indirectly affect the amount of the sale price set. Fourth, a reasonable profit target is the main motivation for every business actor. Every trader certainly wants profits for the sustainability of their business and meet the needs of life. This profit target can be a percentage of capital or a certain nominal target.<sup>18</sup>

Based on the results of an interview with Nur Azizah, a trader in Gampong Rumpet, pricing by MSME actors in Gampong Rumpet is influenced by a complex combination of internal and external factors. Internal factors include elements that are under the direct control of MSME actors. Business capital is the most basic. MSMEs with limited capital may tend to set higher prices to break even and profit quickly, as they cannot take advantage of large purchases that could lower the cost per unit. On the other hand, MSMEs with larger capital may be able to offer more competitive prices.

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<sup>18</sup> Results of an interview with Ridwan, one of the Gampong Rumpet Traders, Krueng Barona Jaya District, Aceh Besar, on September 10, 2025

Competition between traders is a highly influential external factor. The existence of many clothing sellers, even for the same product, encourages MSMEs to compete with each other in price. If one trader offers a lower price, the other trader feels compelled to adjust their prices so as not to lose customers. This competition can be healthy, but it can also lead to price wars that harm all parties if not properly regulated. The phenomenon of price differences between sellers, even though the products are the same, is clear evidence of this competitive dynamic.<sup>19</sup>

One of the interesting phenomena and at the same time the main problem in the transaction of buying and selling clothes by MSMEs in Gampong Rumpet is the disparity or price difference between sellers, even though the products marketed are the same. This condition often causes confusion and dissatisfaction among buyers, as they do not find a transparent reason why identical goods can be sold at different prices by different traders.

This phenomenon was strengthened by the results of an interview with one of the residents, Riska, who felt confused and disadvantaged when buying the same clothes from two different sellers with a price difference of up to Rp15,000. Consumer perceptions and complaints are strong indicators that this problem is significant. Consumers feel disadvantaged when they find a higher price for the same product elsewhere, or when they feel the price the seller sets is too high without adequate explanation. The level of price transparency in clothing buying and selling transactions by MSMEs in Gampong Rumpet is still a significant problem.<sup>20</sup>

The importance of price openness is not only limited to sharia compliance, but is also a good business practice to build long-term relationships with customers. Modern consumers increasingly demand transparency, and MSMEs that are able to meet it will have a competitive advantage. To achieve this, better education is needed for MSME traders regarding the importance of transparency and its implementation in a simple and effective manner.<sup>21</sup>

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<sup>19</sup> Interview with Mrs. Nur Azizah, one of the Gampong Rumpet Traders, Krueng Barona Jaya District, Aceh Besar, on September 10, 2025.

<sup>20</sup> The results of an interview with Riska, a resident of Gampong Rumpet, Krueng Barona Jaya District, Aceh Besar, on September 22, 2025.

<sup>21</sup> Hendra Candra dan Syarif Hidayatullah, "Analisis Implementasi Sak-Emkm Dalam Meningkatkan Transparansi Keuangan Pada Umkm Sektor Perdagangan Di Tangerang Selatan," *Journal Of Social Science and Multidisciplinary Analysis* 1, no. 2 (2024): 49–58.

### C. Overview of the *Murabahah* Agreement on the Pricing of Buying and Selling Clothes by MSMEs

Analyzing the practice of setting the price of buying and selling clothes by MSMEs in Gampong Rumpet from the perspective of *murabahah contracts* shows that there is a gap between theory and practice. The basic principle of *murabahah* requires a transparent explanation of the cost of goods by the seller to the buyer. In reality, most MSME actors tend to only offer the final selling price without detailing how much capital is spent to get the clothes. This practice is directly contrary to the obligation of transparency, which is the pillar of *murabahah*. This ambiguity can lead to consumer injustice and distrust.<sup>22</sup>

In an ideal *murabahah* practice, once the cost of goods is known, the seller and the buyer will agree on the amount of profit to be added. However, in the practice of MSMEs in Gampong Rumpet, this process rarely occurs formally. The seller generally sets a selling price that includes the profit without any negotiation or specific agreement regarding the profit margin with the buyer. Buyers are only faced with the finished selling price, so there is no transparent margin agreement process.<sup>23</sup>

The absence of an explanation of the cost of goods and the margin agreement directly affects the willingness (*tarādīn*) of both parties. Although the buyer may pay the asking price, such willingness is not based on complete and transparent information, but rather on the acceptance of a predetermined price. In *murabahah*, true willingness must arise from a full understanding of the price component (capital and profit margin). If the buyer feels that the price is too high or finds the same product at a different price without explanation, then their willingness may be compromised, even if the transaction is formally made.<sup>24</sup>

The appropriate practice lies in the seller's basic intention to make legitimate sales and obtain halal profits, as well as in selling goods that physically exist and are owned. Some traders may also have prices that are reasonably priced based on their capital and operating costs, even if they are not explicitly disclosed to consumers. This indicates an attempt to trade honestly within the limits of their understanding.

In the practice of buying and selling clothes by MSMEs in Gampong Rumpet, the potential for *gharar* (ambiguity) is a serious concern. When the seller

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<sup>22</sup> Aan Pratama dan Rahman Ambo Masse, "Akad *Murabahah* dan Penerapannya di LKS Serta Ketentuan Hukumnya," *Jurnal Penelitian Ilmiah Multidisipliner* 1, no. 3 (2025): 650–664.

<sup>23</sup> Muhammad Ikbal dan Chaliddin, "Akad *Murabahah* dalam Islam," *Al-Hiwalah: Sharia Economic Law* 1, no. 2 (2022): 143–156..

<sup>24</sup> Enden Haetami dan Dudi Badruzaman, "Pelaksanaan Asas Kerelaan Terhadap Pola Transaksi E-Commerce (Analisis Surat an-Nisaa Ayat 29)," *Maro: Jurnal Ekonomi Syariah dan Bisnis* 3, no. 1 (2020): 48–60.

does not disclose the cost of the purchase capital, the buyer is in an uncertain position regarding the true value of the product and the amount of profit taken by the seller. This creates a condition where the purchase decision is made without complete information, so it is risky for the buyer to feel disadvantaged if it turns out that the price paid is much higher than the value it should be.<sup>25</sup>

An unbalanced bargaining position between sellers and buyers can also create *gharar* and injustice. In many cases, buyers in traditional markets may not have much choice but to accept the price offered, especially if they desperately need the item or do not have adequate comparative information. The seller, who is in a dominant position in setting the price without having to detail the components, can take advantage of this situation. This imbalance of bargaining positions is contrary to the principle of justice and equality (*taswiyah*) in Islam, which requires all parties to the transaction to have balanced rights and obligations.<sup>26</sup>

If the principle of *murabahah* is not fulfilled in the practice of determining the price of buying and selling clothes by MSMEs, especially related to the transparency of the cost of goods and the clarity of profit margins, then the consequences of Sharia economic law can arise. The most basic consequence is the invalidity of the contract according to the Sharia view. A contract that contains elements of *gharar* (ambiguity) or *tadlis* (deception) can be considered defective or even void. Although outwardly the transaction of exchange of goods and money has occurred, inwardly and sharia it does not meet the required criteria of fairness and honesty.<sup>27</sup>

Islamic law strongly upholds the rights of consumers to obtain honest and fair information. The principles of *al-'adl* (justice) and *taswiyah* (equality) are the main foundations in every muamalah transaction. Consumers have the right to know the cost of goods in order to assess the fairness of the selling price and profit margin taken by the seller. If this right is not fulfilled, then there is a violation of the principle of Sharia consumer protection, where consumers are not in a balanced position in transactions.<sup>28</sup>

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<sup>25</sup> Nor Jannah et al., "Dilema Transparansi Harga: Analisis Implementasi Akad *Murabahah* dan Mitigasi Risiko Gharar pada UMKM Busana Muslim," *DIES: Dalwa Islamic Economic Studies* 4, no. 2 (2025): 104–118.

<sup>26</sup> Nara Purnama Wari, "Keadilan dan Keterpercayaan Sistem Jual Beli Pre Order dalam Konteks Hukum Ekonomi Syariah," *Bulletin of Community Engagement* 4, no. 1 (2024): 238–244.

<sup>27</sup> Tri Andina Rahayu, "Analisis Faktor-Faktor yang Memengaruhi Kelancaran Pengembalian Pembiayaan *Murabahah* pada Usaha Mikro, Kecil, dan Menengah (UMKM) di BMT Taruna Sejahtera," *Muqtasid: Jurnal Ekonomi dan Perbankan Syariah* 7, no. 1 (2016): 55–72.

<sup>28</sup> Ratu Humaemah, "Analisa Hukum Islam Terhadap Masalah Perlindungan Konsumen Yang Terjadi Atas Jual Beli E-Commerce," *Jurnal Islamicconomic* 6, no. 1 (2015): 43–68.

The principle of justice (*al-'adl*) requires that every transaction must provide balanced rights and obligations for all parties to the contract. In *murabahah*, justice is realized through transparency of the agreed cost of goods and margins, ensuring that no party feels disadvantaged due to the lack of clarity of information. When sellers are not transparent, this fairness is compromised, as buyers do not have a solid basis for assessing whether the price paid is proportional to the true value of the goods and a reasonable profit. This injustice has the potential to cause strife and disgrace.

The principle of equality (*taswiyah*) emphasizes the importance of a balanced bargaining position between sellers and buyers. No party should take advantage of the advantages of information or position to pressure the other party. When the seller hides the cost of goods, he creates an information inequality that effectively undermines the equality of bargaining positions. Buyers become passive and lack strong bargaining power due to the absence of essential information. This condition is contrary to the spirit of *taswiyah*, which requires transactions to be carried out based on mutual understanding and full willingness.<sup>29</sup>

Overcoming the gap between MSME practices and the principle of *murabahah contracts* requires the education of traders about the essence of *murabahah*, especially the obligation of cost price transparency, so that transactions are not understood simply as buying and selling with profits, but based on honesty and openness. The importance of price openness needs to be used as a standard of practice through simple recording and readiness to explain the cost of goods and profit margins to consumers, because transparency plays a role in building trust and loyalty. The application of *murabahah* for MSMEs also needs to be simplified and made realistic by emphasizing clarity of procurement prices and profit agreements without complicated procedures. The role of sharia economic coaching institutions and communities, as well as consumer education about their rights in *murabahah* transactions, also supports the creation of a fair, transparent and Sharia trading ecosystem.

## CONCLUSION

Based on the results of the analysis, it can be concluded that the practice of pricing in buying and selling clothes by MSMEs in Gampong Rumpet has not fully fulfilled the principles of the *murabahah contract* as stipulated in the fiqh of muamalah. Although the transaction is substantially carried out based on

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<sup>29</sup> Niniek Lannyati, Sarwono Harjomulyadi, dan Taufiq Taufiq, "Penerapan Prinsip Kesetaraan Bagi Para Pihak Dalam Kontrak Baku," *Jurnal Konstruksia* 16, no. 2 (2025): 53–63.

legitimate buying and selling, and the goods being traded are clear and owned by the seller, the main aspects of *murabahah* in the form of cost of goods transparency and profit margin clarity, have not been applied optimally. Sellers generally only convey the final selling price without disclosing the purchase capital and the amount of profit, so it has the potential to give rise to the element of *gharar*, disrupt the principle of *tarāđin*, and create an imbalance in the bargaining position between the seller and the buyer. This condition has an impact on the reduction of the principles of justice (*al-'adl*) and equality (*taswiyah*) in transactions, and has the potential to cause the invalidity of the *murabahah* contract according to Sharia. It is recommended that clothing MSME actors in Gampong Rumpet begin to apply the principle of price transparency as required in the *murabahah* contract by honestly conveying the cost of goods obtained and the amount of profit margin to buyers, at least through verbal explanations or a simple recording that is easy to understand. In addition, the active role of gampong apparatus and MSME coaching institutions is needed in providing education and continuous assistance regarding the implementation of *murabahah contracts* in daily buying and selling practices, so that business actors are not only oriented to profit, but also to fulfilling the principles of justice, information disclosure and protection of consumer rights. This effort is expected to be able to create a balance of bargaining positions between sellers and buyers, and realize fair, transparent transactions, in accordance with Islamic economic principles.

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