

RISK PROTECTION SYSTEM IN THE PROCUREMENT OF SECOND-HAND CARS ACCORDING TO THE MABI' CONCEPT IN THE BAI' MUSAWWAMAH CONTRACT

T Fariz Barizki

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: 210102082@student.ar-raniry.ac.id

Bukhari Ali

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: BukhariAli@ar-raniry.ac.id

Nahara Eriyanti

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: Nahara.eriyanti@ar-raniry.ac.id

Abstract

Used car showrooms in Banda Aceh demonstrate that this industry plays an important role in providing more affordable vehicle alternatives for the community. Showrooms such as Nazwa Jaya Mobil and Graha Jaya Mobil offer a wide selection of used vehicles that have undergone rigorous inspections to ensure quality, as well as after-sales services, including warranties and maintenance. With different approaches, these two showrooms have succeeded in attracting consumers by providing high-quality vehicles and flexible financing options. In addition, showroom owners' ability to assess the condition of used cars suitable for resale is very important for maintaining consumer trust and preventing fraud that can harm both the showroom and the buyer. Furthermore, in terms of risk protection in used car purchase transactions, showroom owners make various efforts to protect their businesses. Measures such as strict supplier selection, vehicle condition checks, clear supplier contracts, and vehicle insurance are part of risk mitigation efforts. In the context of *Fiqh Muamalah*, the application of the *mabi'* concept in the *bai musawamah* contract provides a strong basis for risk protection, emphasising transparency of information, honesty regarding vehicle condition, and the use of written contracts to regulate the rights and obligations of both parties. Thus, the risk protection system applied in used car transactions can minimise losses and increase the sustainability of the showroom business.

Keywords: *Bai' Musawamah*, Contract, Showroom, and Transaction Risk Protection

Abstrak

Showroom mobil bekas di Banda Aceh menunjukkan bahwa industri ini berperan penting dalam menyediakan alternatif kendaraan yang lebih terjangkau bagi masyarakat. *Showroom* seperti Nazwa Jaya Mobil dan Graha Jaya Mobil menawarkan beragam pilihan kendaraan bekas yang telah melalui serangkaian inspeksi ketat untuk memastikan kualitasnya serta menyediakan layanan purna jual seperti garansi dan perawatan. Dengan pendekatan yang berbeda, kedua *showroom* ini berhasil menarik konsumen dengan menyediakan kendaraan berkualitas tinggi dan opsi pembiayaan yang fleksibel. Selain itu, kemampuan pemilik *showroom* untuk menilai kondisi mobil bekas yang layak dijual kembali sangat penting dalam menjaga kepercayaan konsumen dan mencegah penipuan yang dapat merugikan *showroom* maupun pembeli. Lebih lanjut, dalam hal perlindungan terhadap risiko dalam transaksi pembelian mobil bekas, pemilik *showroom* melakukan berbagai upaya untuk melindungi bisnis mereka. Langkah-langkah seperti pemilihan pemasok yang ketat, pemeriksaan kondisi kendaraan, penggunaan kontrak yang jelas dengan pemasok, serta penggunaan asuransi kendaraan merupakan bagian dari upaya mitigasi risiko. Dalam konteks Fikih Muamalah, penerapan konsep *mabī'* pada akad *bai' musāwamah* memberikan dasar yang kuat untuk perlindungan risiko, dengan menekankan transparansi informasi, kejujuran mengenai kondisi kendaraan, dan penggunaan kontrak tertulis untuk mengatur hak dan kewajiban kedua belah pihak. Dengan demikian, sistem perlindungan risiko yang diterapkan dalam transaksi mobil bekas dapat meminimalkan kerugian dan meningkatkan keberlanjutan bisnis *showroom*.

Kata kunci: *Bai' Musāwamah*, Kontrak, Perlindungan Risiko Transaksi, dan *Showroom*

INTRODUCTION

In Fiqh Muamalah, the concept of *mabī'* in the *bai' musāwamah* contract as the object of the transaction, including those that have conditions, has received widespread attention from fuqaha circles. The object of the transaction binds the conditions of the sale and purchase that must be fulfilled for the transaction to be legally valid, because the parties have been able to realise the existence of the contract conditions as a whole. In fiqh, the object of a sale and purchase transaction is *mabī'*, which fulfils certain conditions. *Mabī'* is an item that can be measured or weighed with a price and can be exchanged. *Mabī'* has been determined so that it does not need to be defined in general terms.

Fuqaha have established standards and transparency for *mabī'* as the object of sale and purchase so that the parties can use it when conducting sale and purchase transactions. In a *bai' musawamah* transaction, the seller does not disclose the cost price of the goods or any profit; negotiations are conducted to obtain an ideal price that is affordable for the buyer. This includes conditions regarding the goods being sold, the method of payment for the goods, treatment in the event of a breach of contract, and the risk of the goods while the seller has not yet sold them. According to Islamic law, this Bai Musawamah contract is permissible. Still, both the seller and the buyer who carry out the transaction must also ensure that there is no element of fraud or anything that could harm either party, because this could certainly damage the sale and purchase and even cause sin on both sides, or possibly on both sides.¹

The *mabī'* condition in *musāwamah* sales contracts places great importance on the quality of the goods being traded. In this context, emphasis is placed on transparency and clarity regarding the quality of the goods being offered. The seller must provide a clear description of the goods being sold, including their characteristics and condition. In addition, the goods being sold must be of reasonable quality and acceptable to the buyer, free from significant defects that could reduce their value or usefulness. The seller is responsible for ensuring that the goods offered meet the expected quality standards, and the buyer has the right to inspect the goods before making payment or accepting delivery.

Quality assessment of *mabī'* in the context of *musāwamah* sales contracts focuses on several aspects, including a thorough inspection of the physical condition of the goods being sold, verification of the authenticity of the documents and legality of the goods, assessment of the authenticity and quality of the goods based on applicable market standards, and evaluation of the selling price so that it does not disadvantage either party. If it is found that one of these aspects is not met or that the principles of fairness and honesty in the transaction are violated, the contract can be cancelled to protect the rights of both parties.

Based on Law Number 8 of 1999 concerning Consumer Protection, consumer protection is intended to provide certainty, security, and legal balance between producers and consumers. It creates a consumer protection system that includes elements of legal certainty, information transparency,

¹Muhammad Ayub, *Understanding Islamic Finance: Keuangan Syariah* (Jakarta: Gramedia Pustaka Utama, 2007), hlm. 234.

and access to information. Consumer protection in the purchase of second-hand cars for supply to showrooms is based on the principles of benefit, fairness, balance, security, and consumer safety.

The procurement of used cars for resale at showrooms carries several important risks, including undetected damage or hidden problems at the time of purchase, which can result in additional repair costs and losses. Fierce competition in the used car market is a factor consumers need to be aware of when considering the condition of the vehicles being sold, including repair history, accidents, and prior use. This aims to protect consumers so they can make informed purchasing decisions.²

Risk protection in the procurement of used cars is greatly influenced by several factors, including the physical condition of the used car, such as the age of the vehicle, the number of kilometres travelled, and maintenance history, which can be major factors affecting the level of risk. The buyer's technical knowledge about the used car to be purchased is also very important, including their ability to identify potential problems. The validity of vehicle documents and the legality of ownership must be ensured to reduce legal risks.³

According to the Indonesian National Standardisation Agency (BSN), these measures include asset protection through appropriate insurance policies, such as fire, theft, property damage, and public liability insurance. In addition, the installation of modern security systems, such as CCTV, fire alarms, and security alarms, helps detect and reduce the risk of incidents. Through employee training on safety procedures, careful handling of goods, and knowledge of emergency measures, showrooms can minimise the risks associated with procedural errors.⁴

Based on interviews with Nazwa Jaya Mobil, protecting against risks in the procurement of second-hand cars for resale at car showrooms involves first establishing which cars to purchase, after which the showroom conducts a two-stage inspection of the cars. In the first stage, the showroom assesses the vehicle's quality by examining its history, including the year of manufacture, engine condition, accident history, body condition, and other interior features.

²Cahyono, "Analisis Faktor Proteksi Risiko dalam Transaksi Pengadaan Mobil Bekas di Indonesia," *Jurnal Manajemen Resiko*, Vol. 3, no. 1 (t.t.): hlm. 78.

³Suhardi, "Faktor-Faktor Yang Mempengaruhi Tingkat Proteksi Risiko dalam Pembelian Mobil Bekas Di Kota Bandar Lampung," *Jurnal Ekuivalensi*, Vol. 7, no. 1 (t.t.): hlm. 60.

⁴Bambang Prasetya, "Grand Desain Penerapan Manajemen Risiko BSN" (Jakarta, BSN, Mei 2018), hlm. 56.,

In the second stage, the showroom verifies the validity of documents related to the purchased car, such as the vehicle registration certificate, vehicle ownership certificate, chassis number, and engine number, with assistance from the police and service bureau. After these stages are completed and the showroom is satisfied, they negotiate the price and make the payment.⁵

Next, consumers purchase second hand cars at the showroom, and the showroom provides a warranty for 1 to 4 weeks. If there are problems with the engine or body within the specified time, the showroom is responsible; if problems occur outside the time limit or the warranty period, the risk of damage to the second-hand car is borne by the consumer or buyer.

Based on interviews with Graha Jaya Mobil showroom, protecting the risk of purchasing a second-hand car for resale at a car showroom involves selecting a safe and reliable vehicle, prioritising checks on the condition of the tyres, anti-lock brakes (ABS), electronic stability control (ESC), and airbags, as well as researching the vehicle's reliability and performance track record before purchasing. Addressing risks in the use and purchase of vehicles for resale at car showrooms requires a combination of preventive measures, technology, and prudent behaviour.

Regular maintenance of facilities, equipment, and security systems is also crucial to maintaining optimal performance. Close cooperation with security agencies and local authorities, such as the police and fire department, can provide additional support. By implementing clear security policies and conducting regular security audits, car showrooms can reduce the risk of loss and provide visitors and employees with a sense of security.

RESEARCH METHOD

In this study, the author conducted research using a normative empirical method, which involves examining legal case studies in the form of legal products or behaviours.⁷ The main focus of this approach is the practical application of positive legal provisions and contracts to specific legal events in

⁵ Muhammad Achyar, Chairul Fahmi, dan Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 5, no. 2 (2024): 288-308.

⁶ Saifullah Ali, Zalva Amalia, dan Yusriaina Yusuf, "THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALMENT SERVICES OF DHUAFa PARTNER COOPERATIVES IN INDONESIA," *JURISTA: Jurnal Hukum dan Keadilan* 7, no. 2 (17 November 2023): 119-43, doi:10.1234/JURISTA.V7I2.70.

⁷ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. oleh Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

society to achieve predetermined objectives. The normative aspect of this study examined the implementation of legal provisions on risk protection in the procurement of cars for resale.⁸ The empirical aspect was applied to the collection of information and efforts to reduce losses incurred in the event of errors in quality checks on cars carried out by the Nazwa Jaya Mobil and Graha Jaya Mobil showrooms.

The primary data in this study were obtained from the owners of the Nazwa Jaya Mobil and Graha Jaya Motor showrooms, as the parties protecting the risks in the procurement of second-hand cars purchased for resale at the showrooms. Secondary data is data obtained from a secondary source; it does not provide data directly to data collection through documents or other people. Secondary data in this study consists of books, theses, journals, and documents related to the research that support the research process. In this study, a structured interview technique was used, which is an interview that is systematically arranged to obtain information.⁹

RESULT AND DISCUSSIONS

A. The Concept of *Bai' Al-Musāwamah*

1. Definition of *Bai' Al-Musāwamah*

Bai' Al-musāwamah is a sale and purchase agreement in which the seller sells goods or similar items without disclosing or determining the cost price and profit, and the price is determined through negotiation between the seller and the buyer by mutual agreement, without coercion, sincerity, or consent.¹⁰

In fiqh, this negotiation provision arises from several opinions of scholars regarding the definition of sales contracts, as in the Hanafi school of thought, which emphasises that sales are the exchange of property through certain means.¹¹ The emphasis on certain means indicates that sales are conducted through specific procedures, one of which is through the offer and acceptance

⁸ Ejaz Aslam, Muhammad Saleem Ashraf, dan Anam Iqbal, "Impact of corporate image on customer loyalty of Islamic banks: the role of religiosity, collectivism, sight cues and CSR," *Journal of Islamic Marketing* 14, no. 5 (2023), doi:10.1108/JIMA-09-2021-0314.

⁹ Abdulkadir Muhammad, *Hukum dan Penelitian Hukum* (Bandung: Citra Aditya Bakti, 2004), hlm. 138.

¹⁰ Wenda Wahyu Christiyanto dkk., "The Financial Performance of Islamic Rural Bank in Indonesia: A Bibliometric Analysis," *Shirkah: Journal of Economics and Business* 8, no. 1 (2023), doi:10.22515/shirkah.v8i1.456.

¹¹ Muhammad Azrial Aksar dan Muhammad Iqbal, "REWARD SYSTEM FOR ACHIEVING MARKETING TARGETS ACCORDING TO ISLAMIC ECONOMIC LAW: A STUDY ON PT FIF BANDA ACEH INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (19 November 2024): 454–77, doi:10.22373/jurista.v8i2.171.

of the seller and buyer, after which the delivery of goods and payment by both parties take place.

According to the Hanafi school of thought, *ijab* and *kabul* are forms of consent to the sale and purchase agreement, and they are essential elements that must be realised to carry out the sale and purchase transaction. From *ijab* and *kabul*, it is clear that negotiation is a form of *bai' Al-musawamah*. The Maliki, Shafi'i, 'ī, and Ḥambalī schools of thought do not explicitly mention *musawamah* as a form of negotiation in sales transactions. This is to show the various patterns of *bai* contracts that can be determined or chosen by the parties according to their needs, including *bai musawamah* as a form of sale and purchase conducted through a price negotiation process to reach an agreement before the delivery of goods and payment of the price by the seller and buyer.¹²

From the above opinions regarding the *musawamah bai'* contract, it can be concluded that *musawamah bai' musawamah* is a sale and purchase contract conducted by the seller without disclosing the cost price and profit obtained from a product or similar item, where the price is determined through a negotiation process between the seller and buyer with an agreement between the two parties with mutual sincerity and acceptance of the previously agreed terms.¹³

Sales and purchase transactions must be carried out correctly without any element of fraud or harm to others. This is important so that the transactions carried out are in accordance with religious teachings and do not cause sin for the seller or buyer. By paying attention to these principles, sales and purchase transactions can be carried out fairly and maintain trust between the seller and the buyer. If there are elements of fraud or harm in the transaction, this can damage the sales and purchase relationship and cause harm to the parties involved. Therefore, it is important for every individual who conducts a sale and purchase transaction to uphold ethical values and

¹² Dewi Agustina, "Implementasi Khiyar Ta'yin Terhadap Penentuan Spesifikasi dan Kualitas Pada Transaksi Jual Beli Motor (Suatu Penelitian Pada Dealer Motor di Aceh Besar)" (PhD Thesis, Universitas Islam Negeri Ar-Raniry, 2025), <https://repository.ar-raniry.ac.id/id/eprint/41554/>.

¹³ Atika Rizkiyanda, "FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER," *JURISTA: Jurnal Hukum dan Keadilan* 1, no. 2 (20 Desember 2017): 160-71, doi:10.1234/JURISTA.V1I2.61.

honesty so that the transaction runs smoothly in accordance with the teachings of Islam.¹⁴

2. Legal Standing

The legal basis for bai' musawamah refers to QS. Al-Nisa' [4] verse 29, which reads: Surat an-Nisa verse 29 is a strict prohibition against consuming the property of others or one's own property improperly, and for example, spending money on things that are prohibited by religion, such as immoral acts. Consuming the property of others through wrongful means can be done in various ways, such as through usury, gambling, cheating, or oppression. In addition, all types of buying and selling that are prohibited by religion are also included in this prohibition. So, the message of this verse is that we should not obtain or use property in ways that are contrary to religious teachings.¹⁵

In this hadith, the Prophet Muhammad SAW explains that the best endeavour is one that is lawful, involves doing many good deeds, and is carried out sincerely. People who work hard to earn a living and trade honestly will receive blessings from Allah. According to the hadith, sales transactions that are carried out in a good manner and do not harm others will be more blessed. By running a business with good, honest principles, a person can obtain blessings in earning a living, which is the essence of the message in the hadith of the Prophet Muhammad SAW.¹⁶

3. The Benefits of Bai' Al-Musawamah Contracts in Fiqh Muamalah for the Purchase of Second-Hand Vehicles

The bai' al-musawamah contract is a form of sale-and-purchase transaction in Fiqh Muamalah that gives the transacting parties the flexibility to determine the price of the goods. In this contract, the price of the goods is determined by agreement between the seller and the buyer, with no obligation on the seller to disclose the cost price or capital of the goods. The application of the bai' al-musawamah contract in the purchase of second-hand vehicles provides several benefits that are relevant to the practical needs of the

¹⁴ Achyar, Fahmi, dan Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS."

¹⁵ Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), doi:10.22373/petita.v5i2.99.

¹⁶ Abu Azam Al-Hadil, "Hadis Sebagai Sumber Hukum Islam," *Al-Qanun: Jurnal Pemikiran dan Pembaharuan Hukum Islam* 23, no. 2 (2020).

community, particularly in meeting the requirements and principles of buying and selling in accordance with Sharia law.¹⁷

One of the main benefits of the bai' al-musawamah contract for the purchase of used vehicles is the flexibility it offers in determining prices. Used vehicles generally have highly variable values, depending on their physical condition, age, usage history, and the market in a particular region. Under this contract, both parties may set the price through mutual negotiation, without the seller being required to disclose the vehicle's acquisition cost or capital. This reflects the principle of freedom of contract (*ḥurriyyah at-ta'aqud*) in Islam, provided the agreement does not include elements of fraud or injustice.¹⁸

Another benefit is the creation of transparency and fairness in transactions. In a Bai' Al-musawamah contract, the buyer has the right to obtain complete information about the vehicle's condition, including its usage history, potential damage, and the validity of its documents. The seller, in turn, has an obligation to provide honest information and not hide any defects in the goods that could influence the buyer's decision. This transparency is important to prevent *gharar* (uncertainty), which is prohibited in Islam, and to ensure that transactions are conducted in a *taradin* (mutually agreeable) manner.¹⁹

The Bai' Al-musawamah contract also makes it easier for buyers to obtain vehicles that suit their budget and needs. In the context of used vehicles, buyers often prioritise prices that are within their purchasing power. Sellers can offer competitive prices or provide other more affordable vehicle alternatives, giving buyers the freedom to choose. In this way, the Bai' Al-Musawamah contract creates mutually beneficial opportunities for both parties and increases the dynamics of the used-vehicle market.

In addition to its practical benefits, this contract also reflects the principle of justice in *Fiqh Muamalah*. Sellers are entitled to reasonable profits without disclosing capital costs, while buyers obtain goods at prices considered fair through agreed negotiations. This contract not only meets the material needs

¹⁷ Wahyu Akbar dkk., "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (30 Juni 2024): 1–12, doi:10.30984/JIS.V22I1.2611.

¹⁸ Muiyawa Adigun, "International Criminal Justice," *International Community Law Review* 25, no. 2 (2022), doi:10.1163/18719732-bja10086.

¹⁹ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 Mei 2023): 667–86, doi:10.26811/PEURADEUN.V11I2.923.

of both parties but also supports the achievement of *maṣlaḥah* (welfare), which is the main objective of *muamalah* transactions.

Thus, the benefits of the *Bai' Al-Musawamah* contract for the purchase of used vehicles include price flexibility, transparency in information, fair negotiation, and compliance with *Sharia* principles. This contract provides a solution that suits the needs of modern society while maintaining Islamic values in every aspect of the transaction.

B. Review of the Concept of *Mabi'* in *Bai' Musawamah* Contracts in Relation to the Risk Protection System in the Procurement of Second-hand Cars

The concept of *mabi'* in *Fiqh Muamalah* refers to the object being traded in a sale and purchase transaction. In the context of a *bai' musawamah* contract, *mabi'* is an item sold without a price that has been agreed upon from the outset of the transaction. In the practice of procuring used cars, the concept of *mabi'* is very relevant because used cars, which vary in condition, require more careful assessment in terms of both quality and price. Under the *bai' musawamah* contract, both the seller and the buyer have the flexibility to negotiate the price, while still prioritising transparency regarding the condition of the car being traded.²⁰

The application of the *mabi* concept in used car transactions affects the risk protection system for both sellers and buyers. As in *bai' musawamah* transactions, sellers are obliged to provide honest information about the quality of the car being sold, including service history, accidents, or other damage. The buyer has the right to know the car's actual condition before deciding to buy, which, in turn, can reduce the risk of dissatisfaction after the transaction is complete. In this case, *mabi'* serves as an object that must have the quality that both parties desire.²¹

In addition, the application of the *bai' musawamah* contract also involves a fair price assessment mechanism, whereby the price of a used car is determined by agreement between the two parties after negotiation. The seller must disclose all information relating to the car's condition, whether it be damage or defects. In this context, the principles of honesty and transparency

²⁰ Christiyanto dkk., "The Financial Performance of Islamic Rural Bank in Indonesia: A Bibliometric Analysis."

²¹ Muhammad Siddiq Armia dkk., "Legal Transformations in Governance, Security and Technology," *PETITA* 10 (2025): i.

are important in avoiding potential risks that could harm the buyer, such as obtaining a car whose quality is far below expectations.²²

Through the bai' musawamah contract, risks arising from the quality of used cars can be protected through agreements on quality and warranty. In this transaction, if damage or non-compliance with the agreement is found, the seller is obliged to provide a remedy, either by repairing the defect or by offering a price reduction. Dissatisfied buyers can use this clause to protect themselves against losses arising from hidden defects that were not detected during the initial inspection.²³

In addition, risk protection can be provided by a clear, detailed written contract that includes the terms and conditions for the car being sold. This contract will regulate the rights and obligations of both parties regarding the condition of the car being sold and the guarantees of its quality. With a written agreement, both the seller and the buyer have legal protection if there is a discrepancy between the car's condition and what is agreed upon in the agreement.

The importance of documentation and administrative completeness in bai' musawamah transactions cannot be ignored. The vehicle being sold must have complete and valid documents, such as the vehicle registration certificate, vehicle licence, and adequate service history. Incomplete documents can pose legal risks for both the seller and the buyer, leading to the transaction being cancelled or causing problems in the future. In the context of purchasing a used car, complete vehicle documents are an essential risk-management measure to avoid legal issues that may arise.²⁴

In addition to protection through documentation, financial risks in Bai Musawamah transactions can be minimised through a secure payment system. One method that can be used is an escrow account, in which payment is made only after the car has been received and verified in accordance with the agreement. With this system, both parties are protected against fraud or information transparency issues that could harm either party.

²² Saifullah Ali, Zalva Amalia, dan Yusriaina Yusuf, "THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALMENT SERVICES OF DHUAFa PARTNER COOPERATIVES IN INDONESIA," *JURISTA: Jurnal Hukum dan Keadilan* 7, no. 2 (17 November 2023): 119-43, doi:10.1234/JURISTA.V7I2.70.

²³ "Islamic Muamalat: Al-Bai' Bithaman Ajil," diakses 8 Januari 2025, <https://hafizashraf.blogspot.com/2013/09/al-bai-bithaman-ajil.html>.

²⁴ Chairul Fahmi, *Hukum dan Fenomena Sosial* (Banda Aceh: Aceh Justice Resource Centre, 2015), //ruangbaca-fsh.ar-raniry.ac.id%2Findex.php%3Fp%3Dshow_detail%26id%3D3123%26keywords%3D.

Overall, the concept of mabi' in the bai' musawamah contract provides a strong foundation for protecting both parties in used car sales transactions. With transparency, honest information about the car's condition, and a binding contract, the risks in the transaction can be minimised. The application of this contract provides flexibility for both parties to determine a fair price while protecting them from the risk of losses arising from defects in the car or incomplete documents.

C. The Ability of Showroom Owners to Assess the Condition of Cars That Are Suitable for Resale to Consumers and Avoid Fraud by Car Owners

Showroom owners' ability to assess the condition of used cars suitable for resale to consumers is a crucial aspect of the used car sales industry. This competence involves a deep understanding of the vehicle's components, including the engine, transmission, electrical system, body, and interior. With this expertise, showroom owners can ensure that the cars they sell are in good condition and meet consumers' expectations. This assessment process focuses not only on vehicle performance but also on safety and comfort, which are top priorities for prospective buyers.²⁵

Showroom owners who can accurately evaluate cars usually use a variety of modern diagnostic tools to detect hidden problems that may not be visible during a regular visual inspection. These tools allow them to check the vehicle's electronic systems, detect engine damage, and ensure that all components are functioning properly. This technical expertise, combined with years of industry experience, enables them to distinguish between saleable vehicles and those that require significant repairs before they can be offered to consumers.²⁶

In addition to technical skills, showroom owners must have strong analytical skills to assess a vehicle's history, including its maintenance records, accident history, and usage. This data is usually obtained from vehicle recording systems or third-party inspection reports. A deep understanding of

²⁵ Chairul Fahmi, "The application of international cultural rights in protecting Indigenous peoples' land property in Indonesia," *https://doi.org/10.1177/11771801241235261* 20, no. 1 (8 Maret 2024): 157–66, doi:10.1177/11771801241235261.

²⁶ Mursyid Djawas dkk., "Harmonization of State, Custom, and Islamic Law in Aceh: Perspective of Legal Pluralism," *Hasanuddin Law Review* 10, no. 1 (2024): 64–82, doi:10.20956/halrev.v10i1.4824.

this data enables them to provide consumers with transparent information, thereby increasing customer trust and satisfaction with their showroom.²⁷

The ability to assess the condition of used cars is also closely related to the integrity of showroom owners in running their businesses. Honest and ethical owners will always strive to offer high-quality vehicles to consumers, avoiding deceptive practices such as hiding vehicle defects or providing misleading information. This high level of business ethics is the foundation for building the showroom's reputation and attracting loyal customers who believe they will get a vehicle worth their money.

Proper assessment also helps showroom owners avoid potential financial losses that could arise from buying cars from dishonest sellers. In some cases, car owners who want to sell their vehicles may try to cover up serious damage or manipulate the odometer to show a lower mileage. With good assessment skills, showroom owners can identify these signs of fraud and avoid purchasing vehicles that could cause future problems.

Experienced showroom owners typically develop standard evaluation methods that assist them in the vehicle selection process. These methods include visual inspections, test drives, and analysis of mechanical and electronic components. This evaluation process is carried out systematically to ensure that every vehicle that enters their inventory meets established quality standards. This standardisation is important for maintaining consistency in the quality of vehicles sold, so that consumers can feel confident in their purchases.²⁸

In a competitive used-car market, the ability to assess vehicle condition also gives showrooms a competitive advantage. Consumers tend to prefer showrooms that have a good reputation for providing high-quality used cars at reasonable prices. Thus, this skill not only helps in avoiding potential legal problems or consumer complaints but also contributes to the overall growth of the showroom business.

Showroom owners with expertise in vehicle assessment can provide additional services, such as vehicle appraisals, to customers who wish to sell their cars. This service can increase customer loyalty and expand the

²⁷ Cut Afra, Nahara Eriyanti, dan Nasr Mohamed Arif, "SETTLEMENT OF DEFECTS IN MURABAHAH FINANCING AT BANK ACEH SYARIAH REGIONAL BIREUEN, INDONESIA," *JURISTA: Jurnal Hukum dan Keadilan* 7, no. 2 (31 Desember 2023): 201-21.

²⁸ Ahmad Luqman Hakim dan Irfa Munandar, "THE LEGALITY OF MURABAHAH CONTRACTS SYSTEM IN ISLAMIC FINANCING INSTITUTIONS: An Analysis of Muḥammad Bin Ṣāliḥ Al-Uṣaimīn's Thought," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (2023): 24-36, doi:10.1234/jurista.v7i1.66.

showroom's customer base. By offering honest and accurate assessments, showroom owners can help customers obtain fair prices for their vehicles, which in turn strengthens mutually beneficial business relationships.²⁹

The assessment of used car condition also covers legal aspects, where showroom owners must ensure that all vehicle documents, such as the vehicle registration certificate, vehicle licence, and service history, are authentic and comply with applicable regulations. By doing so, they can avoid legal risks arising from selling vehicles with false or incomplete documents. This legal knowledge is integral to the assessment skills every showroom owner must possess.³⁰

Overall, showroom owners' ability to assess the condition of used cars is very important to ensure that consumers receive vehicles that meet their expectations. This expertise not only increases consumer confidence but also supports sustainable business growth. By relying on technical, analytical, and high business-ethics skills, showroom owners can better manage their vehicle inventory, reduce fraud risk, and create a satisfying shopping experience for customers.

D. Efforts Made by Showroom Owners to Protect Against Risks Arising from Used Car Purchases with Suppliers

Efforts by showroom owners to protect against risks in used-car purchase transactions with suppliers are very important for ensuring business continuity and avoiding losses. One of the first steps taken is to conduct a rigorous selection process of suppliers or parties who will provide used cars. This selection process includes examining suppliers' reputation and integrity, as well as their experience in the used-vehicle industry. Showroom owners must ensure that suppliers have a good track record in providing quality vehicles.

In addition, showroom owners often conduct direct inspections of the vehicles to be purchased. These inspections include physical and technical checks to ensure the car to be purchased meets the established standards.

²⁹ Chairul Fahmi, Audia Humairah, dan Ayrin Sazwa, "MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT: A STUDY OF VARIOUS CASES LAW," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (23 Desember 2023): 242-63, doi:10.22373/jurista.v7i2.228.

³⁰ Zainul Daulay dan Kurnia Warman, "Protective Strategies for the Ownership of Traditional Medicine Knowledge," *Indian Journal of Forensic Medicine and Toxicology* 14, no. 4 (2020): 4234-39, doi:10.37506/ijfmt.v14i4.12305.

Showroom owners use various diagnostic tools to check the condition of the engine, transmission, electrical system, and other important components. This is important to avoid potential losses arising from used cars with hidden damage.³¹

Showroom owners can also utilise vehicle history reports published by third parties, such as service history reports or vehicle accident reports. This data is very useful for assessing a vehicle's track record before deciding to buy from a supplier. A good understanding of a vehicle's history allows showroom owners to assess whether it is suitable for resale to consumers at a reasonable price.

To minimise financial risk, some showroom owners choose to purchase vehicles through clear contracts or agreements with suppliers. These agreements contain clauses governing the warranty or quality assurance of the purchased car. These contracts provide legal protection for showroom owners if the car delivered does not meet the agreed-upon conditions or if problems arise with the vehicle after purchase.

Showroom owners often establish secure payment systems that minimise financial risk. Some showrooms offer instalment plans or use an escrow system, whereby payment is made only after the vehicle has been received and inspected. This method helps to avoid potential fraud or the concealment of important information by suppliers.

Showroom owners also strive to maintain good relationships with suppliers through transparent and open communication. These solid relationships minimise the risk of disputes or dissatisfaction between the two parties. Showroom owners who can build mutually beneficial partnerships with suppliers have a greater chance of obtaining quality vehicles at competitive prices.

Another step taken by showroom owners to mitigate risk is to purchase insurance. Vehicle insurance is one way to protect the showroom's investment against potential damage or loss caused by accidents or natural disasters. Insurance also protects the showroom against financial losses arising from fraud or irresponsible suppliers.

Experienced showroom owners also regularly audit their suppliers to ensure they meet applicable quality and legal compliance standards. These audits include checking legal documents such as vehicle registration certificates, vehicle licences, and vehicle eligibility certificates. By conducting

³¹ Herlambang R. Wicaksana dkk., *Praktik Hukum Waralaba di Indonesia* (Indonesia: Unisri Press, 2022).

audits, showroom owners can identify potential problems early on and prevent future losses.

As another measure to mitigate risk, some showroom owners engage legal consultants or vehicle experts to ensure transactions are conducted legally and in accordance with applicable regulations. These consultants can provide advice on the proper procedures for purchasing used cars and identify potential legal risks that may arise from the transaction.

Overall, the efforts made by showroom owners to protect against risks in used car purchase transactions involve a series of systematic and organised steps. By carefully selecting suppliers, thoroughly inspecting vehicles, drafting clear contracts, and maintaining strong relationships with suppliers, showroom owners can reduce potential risks to their business. These steps not only ensure smooth transactions but also support sustainable and profitable business growth.

CONCLUSION

Based on a study of the risk protection system for the procurement of second-hand cars for resale at showrooms (Nazwa Jaya Mobil and Graha Jaya Mobil in Banda Aceh) according to the concept of *mabi'* in the *bai' musawwamah* contract, it can be concluded that used car showrooms in Banda Aceh play a very important role in providing more affordable vehicle alternatives for the community. Many consumers in Banda Aceh prefer used cars because they are cheaper than new ones. This service aims to increase consumer confidence and provide a sense of security after purchasing a vehicle. Showrooms such as Nazwa Jaya Mobil and Graha Jaya Mobil offer a diverse collection of vehicles, ranging from family cars to luxury models, enabling them to meet the needs of consumers from various backgrounds. In addition, these two showrooms offer flexible financing options, such as vehicle instalments, making it easier for consumers with limited funds to purchase a car that suits their financial capabilities.

Showroom owners' ability to assess the condition of used cars is very important for maintaining their business reputation and ensuring that consumers receive a vehicle that meets their expectations. Competent showroom owners must have in-depth technical knowledge of vehicle components, such as engines, transmissions, electrical systems, and other parts. In addition, the ability to analyse a vehicle's history, such as maintenance records, previous accidents, and vehicle usage, is essential to determine whether the car is suitable for sale. Showroom owners must also

use diagnostic tools to detect hidden damage that may not be visible during a routine visual inspection.

In the context of Fiqh Muamalah, the application of the mabi concept in the bai musawamah contract for used car transactions also helps protect against the risk of inflated prices, as prices can be negotiated once the car's condition has been made transparent. A clear contract system also governs the rights and obligations of both parties, including the seller's obligation to provide honest information about the vehicle's condition. All these steps are designed to reduce legal, financial, and operational risks and ensure a smooth transaction that is beneficial to both parties.

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