

IMPLEMENTATION OF *KHIYAR RU'YAH* IN HOME INTERIOR ORDER TRANSACTIONS IN THE PERSPECTIVE OF FIQH MUAMALAH

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Abstract

The pre-order transaction for the interior of the house is generally agreed upon at the beginning of the contract, while the payment is made by making a *panjar* and repayment after the product is installed in the consumer's home. Of course, consumers always want the interior products made to be of high quality and special in accordance with the desired shape and size, but sometimes the results of the ordered goods do not match expectations and contracts. This research was conducted to answer the question, how is the application of *khiyar ru'yah* in ordering interior products and how is the perspective of *bai' istishna'* on the application of *khiyar ru'yah*. This research uses descriptive analysis method with primary data sources obtained from field research and secondary data from literature research. The results of this study indicate that the agreement made by the *owner* and his customers in Kuta Raja is partly in writing and partly orally, and the application of *khiyar ru'yah* rights in interior order transactions, the seller gives the buyer the opportunity before making a payment to first check the interior product that has been completed, if an error is found the interior gives responsibility in the form of repairing the product or providing compensation whose amount is not agreed upon at the beginning, if the product cannot or is difficult to repair. It is concluded that the practice of *khiyar ru'yah* has been applied, but based on the perspective of *bai' istishna'* the application of *khiyar ru'yah* is not perfect, because the customer may not cancel the order if the ordered goods do not match the agreed form.

Keywords: Islamic Economic Law, Sale *and* Purchase, *Khiyar*, *and Istishna'*

INTRODUCTION

Interior demand can be fulfilled by buying and selling, which is a practical transaction carried out by the community both in cash and non-cash for various forms of finished goods and unfinished goods or raw goods that must initially be ordered first. One example is buying and selling in the interior field using the *bai' al-istishna'* contract.¹

Based on the DSN-MUI fatwa, the *bai al-istishna'* contract is a sales contract in the form of an order for the manufacture of certain goods with certain criteria and requirements agreed between the orderer (*mustashni'*) and the maker (*shani'*).² *Istishna'* sale and purchase must fulfil the provisions regarding clear payment, including the means of payment must be known in amount and form, whether in the form of money, goods or benefits. In this case, according to the fuqaha, payment of the object of sale and purchase cannot be in the form of debt cancellation. Meanwhile, the provisions regarding the goods ordered by the buyer must have clear characteristics and can be recognised as debt.³

In this *istishna'* sale and purchase transaction, the parties must do it on a consensual basis, so that the parties can do it willingly and not forced. So that on the basis of this willingness the parties can provide several opportunities for both parties to improve the agreements in the contract. In this case, the scholars also allow *khiyar* in this transaction, namely the orderer and the maker to choose between two possibilities, either continuing the contract or cancelling it. The right to choose between the two possibilities is as long as each party is still considering continuing the contract in realising the requirements of mutual consent and no party is harmed.⁴

In muamalah fiqh, the enforcement of *khiyar* rights in buying and selling is an effort to avoid disputes between sellers and buyers, because if

¹ Chairul Fahmi and Syarifah Riyani, "ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT," *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 17, 2024): 89-104, <https://doi.org/10.21580/WA.V11I1.20007>.

² Mahmudatus Sa'diyah, *Fiqh Muamalah II Theory and Practice*, (Central Java: Unisnu Press, 2019), p. 47. 47.

³ Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1-23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

⁴ Siti Fatimah, "SYIRKAH DALAM BISNIS SYARIAH," *Muawadah : Jurnal Hukum Ekonomi Syariah* 1, no. 1 (2022).

there is a dispute, the willingness of the transaction and also the object of buying and selling causes the transaction to become *fasid* and some scholars even declare it null and void.⁵ In other words, *khiyar* is stipulated to ensure the mutual willingness and satisfaction of the parties to the sale and purchase. *Khiyar* is the right for consumers and also for producers to choose to continue the sale and purchase transaction or cancel it according to the agreement made by the parties involved in the transaction.⁶ Normatively in Article 20 paragraph (8) of the Compilation of Islamic Law (KHES), *khiyar* is the right of choice for sellers and buyers to continue or cancel the sale and purchase contract they have made.⁷

The buyer's right to cancel the transaction when the order does not meet the criteria is called *khiyar ru'yah*.⁸ In *khiyar ru'yah* the buyer is given the opportunity to choose to cancel or continue the contract, because the object of the contract he has not seen, for example, in the interior order the goods are not finished and must be made first. So the buyer orders a cupboard with a special description, but when the goods are finished and delivered to the customer, the goods do not match the description agreed upon by the customer at the beginning or the goods have defects, of course this is detrimental to the customer. So the customer has the option of *khiyar* if he is not satisfied with the goods he can cancel the contract and if he is satisfied he can accept the goods. This is because the customer is buying something that he has not seen.⁹

Scholars differ on the *khiyar ru'yah* in *bai' istishna'*. Imam Abu Hanifah and most of his followers classify *istishna'* contracts as non-binding contracts (*ghair lazim*). Thus, before the goods are delivered, both parties have the right to resign and not continue with the *istishna'* contract. The maker has the right to sell the product to someone else, just as the customer has the right to cancel his order. If the manufacturer brings the ordered goods to the customer, his *khiyar* right is *waived*. The fact that the

⁵ Faizal Asdar, "Fikih Indonesia Hasbi Ash-Shiddieqy," *Bilancia: Jurnal Studi Ilmu Syariah Dan Hukum* 17, no. 1 (2023), <https://doi.org/10.24239/blc.v17i1.1793>.

⁶ Syamsul Rijal Hamid, *Islamic Religion*, (Jakarta: Bee Media Pustaka, 2017), p. 373.

⁷ Mardani, *Fiqh of Sharia Economics: Fiqh Muamalah*, (Jakarta: Kencana, 2019), p. 105.

⁸ Oni Sahroni, *Contemporary Muamalah fiqh*, (Jakarta: Republika, 2019), p. 132.

⁹ Jarmanisa et al., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (October 1, 2021): 126–46, <https://doi.org/10.1234/JURISTA.V5I2.11>.

manufacturer brings the goods to the customer means that he is willing for the goods to become the customer's property. If the customer sees the goods, he still has the *khiyar* right to cancel or continue with the contract. This is because the customer is buying what he has not seen, while the manufacturer is selling what he has seen.¹⁰

The majority of scholars who include *istishna'* contracts in the category of *salam* sale and purchase state that the contract is *customary*. Therefore, if the conditions are met, the contract cannot be cancelled by either party. In this case, the majority include *istishna'* in the *salam* contract, so the price of the goods must be delivered at the time of the contract. In the event of cancellation on the part of the manufacturer, the customer can, of course, demand that the manufacturer return the money paid. According to the majority, since the *istishna'* contract is similar to the *salam* contract, there is no *khiyar* right in the *istishna'* contract. The customer can only cancel the contract if the goods made do not match the characteristics of the order.¹¹

Abu Yusuf stated that the *istishna'* contract is one of the *customary* (binding) contracts. Thus, if the delivery of the goods is due, and the producer succeeds in making the goods according to the order, there is no right for the orderer to withdraw from his order (no *khiyar ru'yah* right). To avoid losses and disputes between the parties, it seems that Abu Yusuf's opinion is stronger that the *istishna'* contract is *customary*. With this contract both parties are bound by the agreement they make. Neither the customer nor the manufacturer has the right to unilaterally cancel the *istishna'* contract. Thus, both are obliged to fulfil their agreement.¹²

Sale and purchase of *istishna'* is widely carried out by consumers to meet very varied needs such as for the installation of residential interiors and others. In marketing, the market share of residential and office interior needs is increasing. This is due to public interest in making an aesthetic and comfortable place to live increasingly prominent so that more and more consumers are ordering various forms of interior. Generally, interior designers try to meet the needs of consumers as a whole or partially according to the needs and abilities of the consumers themselves. To fulfil

¹⁰Rozalinda, *Fiqh of Sharia Economics: Principles and Implementation in the Islamic Financial Sector*, (Jakarta: Rajawali Pers, 2016), pp. 105

¹¹Abdul Aziz Dahlan, *Encyclopedia of Islamic Law*, (Jakarta: Ikhtiar Baru Van hoeve, 1996), p. 780. 780

¹²Sayyid Sabiq, *Fiqh Sunnah*, (Jakarta: Pena Pundi Aksara, 2013), pp. 70.

the needs of consumers, entrepreneurs and interior designers must be able to make designs and products that suit consumer tastes, especially from the form of design, post-production quality, and also the aesthetic value and durability of the products made by producers.¹³

In the interior business, they provide products that do not yet exist or must be ordered in advance, the product will be done if both parties have made an agreement. One of the most important things they agree on is related to the product in the form of detailed specifications, this is to be a reference for producers in working on an interior product. In addition, before working on the product, consumers are also asked to make a payment as a down payment at the beginning of the agreement and repayment after the goods are installed in the consumer's home.¹⁴

When placing an order, of course, consumers expect the product to be special and can meet their expectations, but in every order not everything goes smoothly, consumers also often get ordered goods that do not match the specifications desired in the contract. Events like this are not allowed in Islam so that the community will experience a lot of distress and can disrupt the harmony of producers with consumers.

This is like the experience experienced by Sura Aini, an interior consumer, who was disappointed with the results of making a *kitchen set* that had been ordered at an interior business in Kuta Raja District, with a twenty-day completion agreement and the specifications she wanted. But in reality, the results of the workmanship of the order that has been ordered and completed but not in accordance with the standard *kitchen set* produced by the company. This certainly reduces the effectiveness and service value of the company in fulfilling consumer needs and orders.¹⁵

Based on the statement of Eko, who works as a furniture fitter at Golden Interior, that all products are ordered with great care and neatness. The furniture management tries to fulfil the quality of the furniture in accordance with the company standards that have been set and agreed upon in accordance with all the criteria required by consumers set out in

¹³ Chairul Fahmi, "Transformasi Filsafat Dalam Penerapan Syariat Islam (Analisis Kritis Terhadap Penerapan Syariat Islam Di Aceh)," *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (1970), <https://doi.org/10.24090/mnh.v6i2.596>.

¹⁴ Interview with Munawar, *owner of Golden Interior* in Kuta Raja sub-district, 15 January 2022.

¹⁵ Interview with Sura aini, a customer of kitchen seat products in Kuta Raja Sub-district, on 15 January 2022.

the contract. However, at the installation stage there are still buyers who complain and want to make minor changes to their orders.¹⁶

Based on the facts and information above, *khiyar* in *istishna'* transactions is an interesting topic to study, because basically the purpose of buying and selling orders itself is to realise the pleasure of both parties, the buyer hands over a sum of money and the seller delivers the goods with the quality the buyer wants within the agreed period. However, not a few at the time of the work process not everything goes according to plan, many factors cause delays in product work so that the product is not finished on time, moreover the product that is done is not in accordance with consumer expectations. Consumers argue that the quality of the products ordered is not in accordance with the agreement or even the product is not as desired, therefore this problem is interesting to study. Based on the background of the problem above, the author wants to examine, how is the perspective of *bai' istishna'* on the implementation of *khiyar ru'yah* on home interior orders in the Kuta Raja District area?

DATA AND METHODS

This research is a qualitative research, using descriptive analysis research method.¹⁷ The main data was obtained from interviews with a number of consumers and home interior providers in Banda Aceh. In addition, the author also uses secondary data derived from previous relevant research, books, journals and articles related to this research. The data obtained will be analysed using a descriptive approach, which describes the facts and relates them to the theory in muamalah fiqh.

RESULTS AND DISCUSSION

A. The Right of *Khiyar Ru'yah* in Sale and Purchase Transactions

1. Definition of *Khiyar Ru'yah*

Al-khiyar (الخيار) with kasrah *kha'* comes from the word *ikhtiyar* (اختيار) or *at-takhyir* (التخير), which means finding the best of two options, either

¹⁶Interview with Eko, a craftsman at Golden Interior, on 15 January 2021.

¹⁷ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

continuing the sale or cancelling it.¹⁸ The Arabic word *al-khiyar* means choice as one of the rights for both parties to the contract.

Al-Zuhayli defines *khiyar* as the right of choice for one or both parties who execute contracts with certain mechanisms. According to Ahmad Azhar Basyir, *khiyar* means the right to have between the goods traded when the matter in question concerns the determination of the goods to be purchased. This *khiyar* right is intended to ensure that the contract held actually occurs for the validity of a contract.¹⁹

Khiyar ru'yah is the right of choice for the buyer to declare valid or void the sale he has made of an object that he has not seen when the contract takes place.²⁰ This right of choice can occur because the object being bought is not present at the place where the contract takes place. Before the contract takes place, neither the buyer nor the seller is bound to choose whether the transaction is carried out or cancelled. It can also be interpreted that *khiyar ru'yah* is a period of paying attention to the condition of the goods, weighing and thinking before making a decision to make a transaction or contract.²¹

Khiyar ru'yah can be discussed between the seller and the buyer, just like *khiyar* sifat. If the characteristics that have been agreed upon in the contract are not suitable at the time of receiving the goods, then the right of *khiyar* lies with the buyer, whether the contract is continued or not, or can be replaced in accordance with the characteristics that were agreed upon beforehand. The purpose of this *khiyar* is so that the sale and purchase does not harm either party, and the elements of justice and willingness are truly created in a sale and purchase contract.²²

2. Legal Basis of *Khiyar*

a. Qur'an

QS. An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ.

¹⁸Abdul Qadir Syaibah al-Hamd, *Fiqhul Islam Syarah Bulughul Maram*, volume 5, (Jakarta: Darul Haq, 2005), p. 140. 140.

¹⁹Abdul Manan, *Sharia Economic Law in the Perspective of the Authority of Religious Courts*, (Jakarta: Kencana, 2012), pp. 97-98.

²⁰Nasroen Haroen, *Fiqh Muamalah ...*, p. 137.

²¹Dewi Sri Indriati, *Application of Khiyar in Buying and Selling*, accessed on 23 December 2022.

²²M. Ali Hasan, *Various Transactions in Islam (Fiqh Muamalah)*, (Jakarta: PT. Raja Grafindo Persada, 2004), p. 142. 142

"O you who have believed, do not eat your neighbour's wealth by means of unlawful means, except by way of a mutually acceptable trade between you." (QS. An-Nisa: 29)

What is permissible in consuming other people's property is by way of a mutually consensual trade between the two parties. Although voluntariness is something that is hidden in the depths of the heart, its indicators and signs can be seen. Ijab and qabul, or whatever is known in custom as handover, are the forms that the law uses to show willingness. This means that it is important that the transaction must be mutually agreeable (voluntary). Therefore, Islam gives the right of *khiyar* to the person who makes a sale and purchase as a form of voluntariness in the transaction.²³

b. Hadith

The majority of fiqh scholars, consisting of Hanafiyah, Malikiyah, Hanabilah, and Zahiriyah scholars stated that *khiyar ru'yah* is prescribed in Islam based on the words of the Prophet Muhammad. Who said:

ثَنَا دَعْلَجُ بْنُ أَحْمَدَ، ثَنَا مُحَمَّدُ بْنُ عَلِيٍّ بْنِ رَبِيعٍ، ثَنَا سَعِيدُ بْنُ مَنْصُورٍ، ثَنَا إِسْمَاعِيلُ عِيَّاشٍ، عَنْ أَبِي بَكْرٍ
بْنِ عَبْدِ اللَّهِ بْنِ أَبِي مَرْيَمَ، عَنْ مَكْحُولٍ رَفَعَ الْحَدِيثَ إِلَى النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ، قَالَ: مَنْ اشْتَرَى شَيْئًا
لَمْ يَهْوِ بِالْخِيَارِ إِذَا رَأَاهُ، إِنْ شَاءَ أَخَذَهُ، وَإِنْ شَاءَ تَكَّهُ.²⁴

"Da'laj bin Ahmad narrated to us, Muhammad bin 'Ali bin Yazid narrated to us, Sa'id bin Manshur narrated to us, Ismail bin Ayyasy narrated to us from Abu Bakr bin Abdullah bin Abu Maryam, from Makhul, he narrated this hadith in marfu' to the Prophet (SAW), he said, whoever buys something that he has not seen, then he has the right to khiyar when he sees it, if he wants he can take it, and if he wants he has the right to leave it. (HR. Ad-Daruqutni from Abu Hurairah).

This kind of contract, according to them, is permissible because the object to be purchased is not present at the place where the contract takes place, or because it is difficult to see, such as canned fish, unfinished furniture and other goods for which there

²³ Abdullah bin Muhammad, *Tafsir Ibn Kathir* (translated by Abdul Ghoffar), (Bogor: Imam Ash-Shafi'i Library), Juz 2, p. 282. 282.

²⁴ Al Imam Al Hafizh Ali bin Umar, *Sunan Ad-Daraquthni*, translated by Anshori Taslim (Jakarta: Pustaka Azzam, 2008), pp. 6

are only sample images. According to them, *khiyar ru'yah* comes into effect when the buyer sees the item to be purchased.²⁵

3. Implementation of Khiyar Ru'yah

If the parties to the transaction enter into a sale and purchase contract in which the goods are not present at the beginning of the contract, it does not mean that they can immediately cancel the contract with *khiyar ru'yah*. According to the majority of scholars, the cancellation must also fulfil the following conditions:

- 1) The right of *khiyar* still applies to the buyer.
- 2) The cancellation does not have a detrimental effect on the seller, such as cancellation of only part of the object being bought and sold.
- 3) The cancellation was known to the seller.

The majority of scholars also added that *khiyar ru'yah* ends if several conditions are fulfilled:

- 1) The buyer shows his willingness to carry out the sale and purchase, either by statement or action.
- 2) The object being bought and sold is lost or defects are added to it, either by the parties to the contract, another person, or natural causes.
- 3) There are material additions to the object after it comes under the buyer's control, such as a house being built on the land that has been bought, or the goat that has been bought having a litter. However, if the addition is integrated into the object of the sale, such as the milk of the goat or the fruiting of the trees, then the buyer does not lose the right to *khiyar ru'yah*.
- 4) The person who has *khiyar* rights dies, either before seeing the object of purchase or after seeing it, but there has been no declaration of certainty of purchase from him. However, there is a difference of scholarly opinion here, according to the Hanafis and Hanbalis, *khiyar ru'yah* cannot be passed on to heirs, so that if the person who has the right to *khiyar* dies, his right to *khiyar ru'yah* is waived. But according to the Malikiyah, *khiyar ru'yah* can

²⁵ Nasroen Haroen, *Fiqh Muamalah...*, p. 137.

be inherited, so the *khiyar* right is not immediately lost with the death of the owner of the right, but it is left to the heirs, whether to continue the sale after seeing the object being traded, or to be cancelled.²⁶

B. Akad Bai' Istishna'

1. Definition of Bai' Istishna'

The word akad comes from Arabic, *al-'aqdy* which means engagement, agreement, agreement and consensus. This word can also be interpreted as a rope that binds because there will be a bond between the people who make a contract, besides that this contract word is often also interpreted with الربط (binding) and عقدة (connection).²⁷

Istishna' etymologically comes from the word (صَنَعَ) which means making something from basic materials. Then added *ali>f, si>n, and ta>'* becomes *istashna'a* ((اِسْتَشْنَعُ) which is synonymous with طَلَبَ مِنْهُ أَنْ يَصْنَعَهُ لَهُ , meaning "asking to make something".²⁸ *Istishna'* terminology means asking someone to make a certain item with certain specifications. *Istishna'* is also defined as a contract to buy goods to be made from someone. So, the object goods in the *istishna'* contract are goods made or the work of a company or individual. The basic materials used to make these goods come from the one who makes them.

Hasbi Ash-Shiddieqy quoted the definition put forward by Al-Sanhury, the contract is a binding *ijab qabul* justified by *shara'* which determines the willingness of both parties. Meanwhile, those who define akad are bonding, strengthening and affirmation from one party or both parties.²⁹ Based on this understanding, it can be concluded that a contract is an *ijab* (expression of an offer by one party to the contract) and *qabul* (expression of acceptance by the other party) that gives effect to a contract.

Bai' istishna' is a sale and purchase between an orderer and an orderee of an item with specific specifications required in the contract. According to some of the Hanafi scholars, *istishna'* is a contract for

²⁶Ahmad Wardi Muslich, *Fiqh Muamalah*, Cet-2, (Jakarta: Amzah, 2013), pp. 239.

²⁷ Chairul Fahmi, "KONSEP IJMAK MENURUT FAZLUR RAHMAN DAN PEMBAHARUAN HUKUM ISLAM," *Jurnal Ilmiah Islam Futura* 11, no. 1 (February 3, 2017): 35-49, <https://doi.org/10.22373/JIIF.V11I1.59>.

²⁸Ahmad Wardi Muslich, *Fiqh Muamalahi...*, p. 252.

²⁹ Abdul Aziz Muhammad Azzam, *Fiqh Muamalat*, (Jakarta: Amzah, 2010), pp. 15.

something that is insured on the condition of doing it. So if a person says to another person who has expertise in making things, "make me an item for so much money". And that person accepts, then the contract of *istishna'* has taken place in the view of this madhhab.

2. Legal basis of Bai' Istishna' Akad

a. Qur'an

The *istishna'* contract is a halal contract and is based on shar'i guidance from the Quran in Surah Al-Baqarah verse 275, which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا تَدَايِنُكُمْ بِدِينَالِي أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ...

O you who believe, when you do business not in cash for a fixed time, you shall record it...(Q.S. Al-Baqarah: 282)

In connection with the verse above, there are interpretations and explanations from the scholars, namely: Verse 282 of Surah Al-Baqarah is an advice and guidance from Allah for His believing servants, if they do business in cash, let them write it down so that they can keep the amount and time limit of the transaction, and it is more corroborative for witnesses. Sufyan ats-Tsauri narrated from Ibn Abbas who said that the verse was revealed in connection with giving *salam* debts within a specified time limit.³⁰

b. Hadith

The legal basis that allows *istishna'* contracts is based on the Prophet's hadith. It is said that the Prophet SAW once ordered a silver ring to be made, as described in the hadith below:

عَنْ أَنَسٍ رَضِيَ اللَّهُ عَنْهُ أَنَّ نَبِيَّ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ كَانَ أَرَادَ أَنْ يَكْتُبَ إِلَى الْعَجَمِ فَقَالَ لَهُ الْعَجَمُ لَا يَقْبَلُونَ كِتَابًا عَلَيْهِ خَاتِمٌ. فَاصْطَنَعَ خَاتِمًا مِنْ فِضَّةٍ. كَأَنِّي أَنْظُرُ إِلَى بَيَاضِهِ فِي يَدِهِ.³¹

"Anas r.a. reported that the Prophet SAW. One day he wanted to write a letter to a non-Arab king. Then, it was told to him "non-Arab kings are not willing to accept letters that are not stamped", so he ordered that he be made a stamp ring from silver. Anas recounted "as if now I could see the white sheen on his hand".

³⁰ Abdullah bin Muhammad, *Tafsir Ibn Kathir* (translated by Abdul Ghoffar)....., p. 561.

³¹ Imam An Nawawi, *Syarah Shahih Muslim*, (Jakarta: Pustaka Azzam, 2011)

3. The pillars and conditions of *Istishna'* sale and purchase agreement

The pillars of *istishna'* sale and purchase according to the Hanafiyah scholars are only *ijab* and *kabul*. However, according to the majority of scholars, there are three pillars of *istisha'*, namely:

- a. '*Aqid*, namely *shani'* (the one who makes/produces) or the seller, and *mustashni'* (the one who orders/consumer), or the buyer.
- b. *Ma'qud 'alaih* (the object of the contract), namely '*amal* (work), the goods ordered, and the price.
- c. *Shighat*, namely *ijab* (handover) from *shani'* and *qabul* (acceptance) from *mustashni'*.³²

The conditions of *istishna'* are as follows:

- a. Information about the object (the item ordered) must be described in detail: its type, size and nature. This is because it is uncertainty that causes disputes and breaks the contract.
- b. The products ordered are items that are commonly ordered for manufacture in the community. Such as shoes, furniture and others.
- c. The time of procurement of the product is not limited. If it is limited to a certain period of time, then it becomes a *salam* contract, which is the view of Imam Abu Hanifah. Meanwhile, according to *Ash-Shabiban* (two companions of Abu Hanifah, namely Abu Yusuf and Muhammad ibnul Hasan) were of the opinion. The contract is still called an *istishna'* contract in any case, whether the time of delivery is specified or not. This opinion is more correct and in accordance with the reality of the people and their needs.³³

1. Terms of sale and purchase of *istishna'* in Fatwa DSN MUI

In Indonesia, the MUI National Sharia Council as an institution with the authority to accommodate the legalisation of a product has legalised the *istishna'* contract with the issuance of DSN MUI fatwa 06/DSN-MUI/VI/2000 on *istishna'*. This fatwa covers several things, namely:

³² Muhammad Yazid, *Fiqh Muamalah Islamic Economics*, (Surabaya: Imtiyaz, 2017), p. 60.

³³ Wahbah az-Zuhayli, *al-Fiqh al-Islami wa Adillatuh...*, pp. 271-273.

- a. Firstly, the provisions on payment
 - 1) The means of payment must be known in amount and form, whether in the form of money, goods or benefits.
 - 2) Payment is made in accordance with the agreement.
 - 3) The payment must not be in the form of debt cancellation.

- b. Secondly, the provisions on goods
 - 1) It must have clear characteristics and be recognised as a debt.
 - 2) Haru can explain the specifications
 - 3) The handover is done later.
 - 4) The time and place of delivery must be fixed by agreement.
 - 5) *Mustashmi'* (buyer) may not sell the goods before receiving them.
 - 6) It is not permissible to exchange goods except for similar goods in accordance with the agreement.
 - 7) In the event that there are defects or the goods are not in accordance with the agreement, the customer has the right to *khiyar* (the right to choose) to continue or cancel the contract.

- c. Third, delivery of the goods before or on time.
 - 1) The seller must deliver the goods on time in the agreed quality and quantity.
 - 2) If the seller delivers goods of a higher quality the seller may not demand a price reduction (discount)
 - 3) If the seller delivers goods of inferior quality and the buyer is willing to accept it, then he may not demand a price reduction (discount).
 - 4) The seller may deliver the goods ahead of the agreed time on condition that the quality and quantity of the goods are as agreed, and he may not demand an additional price.
 - 5) If all or part of the goods are not available at the time of delivery, or are of inferior quality and the buyer does not accept them, then he has two options. First, to cancel the contract and ask for his money back. Second, to wait until the goods are available.³⁴

³⁴ Mardani, *Fiqh of Sharia Economics: Fiqh Muamalah*, (Jakarta: Kencana, 2019), p. 130.

C. Interior Design Order Agreement between Interior Owner and Customer in Kuta Raja Sub-district

The sale and purchase of *istihna'* carried out in Kuta Raja District is generally referred to as the sale and purchase of goods made according to the wishes of consumers. In making the interior must be ordered in advance, because making the interior requires a long time and a long process so that the interior is in accordance with the wishes of consumers. The interior order can be made by consumers coming directly to the shop concerned, but sometimes consumers find out about the shop through social media in the form of Instagram, because they are interested in posts and some testimonials of goods that have been done by the shop concerned, consumers contact the interior business owner via the business owner's mobile phone number which has been listed on Instagram, after which the consumer and the shop *owner* in question agree to meet. As told by Munawar Khalil, one of the interior *owners* in Kuta Raja

"After the customer contacts me via WA, I will immediately direct the customer to meet each other for consultation, this consultation does not have to be at our shop, sometimes there are also consumers who want to meet at coffee shops."³⁵

In the context of consultation before an agreement is made, there are several important things that interior *owners* in Kuta Raja Subdistrict and their buyers discuss so that the making of the interior ordered by the buyer is in accordance with their wishes and so that there can be an agreement between the two parties without being disadvantaged. According to the statement of interior owners in Kuta Raja Sub-district, there are at least three important things that need to be agreed upon with their customers before the product that the buyer wants to order is made by them, namely; Goods ordered, price or cost, and processing time.³⁶

Regarding the goods to be ordered, to make a product that suits the tastes of consumers, the *owner* will provide a consultation to the buyer, *the owner* gives the opportunity to the buyer to explain what interior he will order, be it a partition, *kitchen set*, *living room* and others, after which the

³⁵Interview with Munawar Khalil, *owner* of Golden Interior on 10 November 2022.

³⁶Interview results with five interior *owners* in Kuta Raja sub-district in November 2022.

consumer determines the theme of the room that will be paired with the interior, for example minimalist, classic, modern or others. To help consumers who are confused in choosing the interior theme that will be made, the *owner* of this interior provides a product catalogue for consumers to see or consumers can also show sample images taken from the internet, as stated by Mr Taufik when interviewed:

"Sometimes there are customers who don't have an idea of what kind of room they want, so we give consultations and provide several product catalogues so that the buyer has an idea, and there are also customers who take sample images from pinterest for inspiration for their home interiors."³⁷

After the consumer has determined the interior product and the theme of the product, the next stage of the interior team will conduct a survey to the home of the consumer who ordered the interior to take measurements of the room. The survey is carried out to measure the width of the room that will be installed with the interior so that the size of the volume of the product ordered by the buyer matches and fits the size of the volume of the room of his house. As the words spoken by one of the interior employees in Kuta Raja District, he said:

"To create an interior with the right volume size, we will first go to the buyer's house to measure the volume size of the buyer's room because not all rooms have the same volume, if not measured, the product could be bigger than the room. let's say the buyer orders an L-shaped kitchen set then, we only need to measure the two sides of the kitchen wall where the kitchen set will be installed, and what needs to be measured is the height and width of the two walls where the L-shaped kitchen set is installed."³⁸

Furthermore, the seller will make a sketch of the interior drawing based on the volume of the room that has been measured earlier, after the drawing is finished the consumer can ask to revise the drawing that has been made by the interior if the consumer is still not suitable, this revision is carried out until the consumer is satisfied with the sketch drawing. At the survey and drawing design stage, there is no charge if the consumer continues the agreement until the production stage in the interior

³⁷Interview with Taufik, employee of Mitra Interior on 10 November 2022.

³⁸Interview with Amanda, employee of Haris Interior on 12 November 2022.

concerned, but if the design is cancelled, the buyer will be charged a fee for the survey fee of Rp.100,000 and Rp.250,000 to pay the *designer's* wages.³⁹ But sometimes not all customers need consultation, location surveys, and design drawings anymore. For example, consumers who only need a desk to be used as an office desk in their home, they only need a sample image provided by the interior in the product catalogue or can be obtained from the internet. However, there are also consumers who come to the interior who already have their own designs obtained from graphic design service providers in Banda Aceh City, as told by one of Kuta Raja Interior's employees.

"Sometimes we have customers who come with their own interior design, so after seeing the design, we only agree on the price and the duration of the work."⁴⁰

After the consumer has agreed with the interior design that has been planned by the interior, then comes the price and offer agreement. Actually, at the beginning before conducting surveys and making sketches, the interior *owner* will give a rough price to consumers based on what consumers will order, if the consumer's budget is sufficient, then surveys and making plans are carried out. However, if the agreement has reached the stage where the design sketch of the room has been completed, then the interior will make a Draft Budget Cost (RAB) of the design sketch made. The price of an interior product depends on the volume of interior items, the materials used and the cost of builders. Generally, interior *owners* use running metres (m) in terms of pricing.⁴¹

For example, in making an L-shaped *kitchen set* made of HPL, the average *kitchen set* will be divided into several parts, namely the lower cabinet, upper cabinet, *top table* (kitchen table) and *backsplash* (the area between the upper cabinet and lower cabinet). Assuming that the customer's room will be installed with a *kitchen set* with a lower cabinet size

³⁹Interview results with the five Interior *owners* in Kuta Raja Sub-district in November 2022

⁴⁰Interview with Aidil, employee of Kuta Raja Interior on 11 November 2022.

⁴¹ Misbahul Munir Makka, Chairul Fahmi, and Jefry Tarantang, "Religiosity of Muslim Customers as a Motivation to Save at Bank Syariah Indonesia," *Kunuz: Journal of Islamic Banking and Finance* 4, no. 1 (June 30, 2024): 1-16, <https://doi.org/10.30984/KUNUZ.V4I1.838>.

of 4.4 m, upper cabinet 4.7 m, *table top* 4.4 m and ceramic *backsplash* 5 m, then the price calculation is as follows:

Table 2. Illustration of interior product price calculation

NO	ITEM	PRICE PER M	(m)	AMOUNT
1	Upper cabinet <i>body</i>	800.000/m	4,7 m	IDR 3,760,000
2	Lower cabinet <i>body</i>	1.000.000/m	4,4 m	IDR 4,400,000
3	<i>Table top</i>	800.000/m	4,4 m	IDR 3,520,000
4	<i>Backsplash</i>	500.000/m	5 m	IDR 2,500,000
5	Handyman fee	300.000/m	5 m	IDR 1,500,000
TOTAL				Rp. 15.680.000

Source: *Interview with Munawar, owner of Golden Interior*

The table above is an example of a *kitchen set* RAB, after the RAB is completed, the interior will provide the RAB to the relevant buyer, here the buyer can negotiate to ask for a small discount from the RAB issued if the price is still within reasonable limits and does not make the interior *owner* lose money.

The length of time to work on an interior product itself depends on what items are ordered by consumers, if small items such as office desks can be completed in 1-2 days and if what is ordered is a large project such as partitions and kitchen sets it can take up to 2-3 weeks, this depends on the craftsman's assessment of the complexity of the items ordered by consumers and the queue of products that have been ordered by other consumers first. If both parties have agreed with the price quote and the consumer wants to proceed to the production stage, then a payment invoice or SPK (work agreement letter) is issued which contains the volume of products, product prices, and the length of work that has been agreed upon. However, before the goods are produced, the consumer is asked to pay a DP (*Down Payment*) as a sign, in terms of determining the amount of DP that must be paid by consumers, the interior *owners* in Kuta Raja District differ in determining it, some set a percentage of the goods ordered as a DP and

some do not immediately set a percentage of the amount of DP that must be paid but only how the two parties agree.⁴²

Of the five interior *owners* that researchers interviewed, in making an order agreement with consumers, not all of them issued a written agreement (SPK) among those who issued this SPK were Motif Cabinetry and Haris Interior, in the SPK mentioned in detail about the volume of goods that have been designed and measured, material specifications, and payment methods in detail which are divided into three stages. The first stage is before the production process begins or often called DP which is 50% of the total product price at Motif Cabinetry and 30% of the total product price at Haris Interior, the second payment is made before the product is delivered to the consumer's home which is 35% at Motif Cabinetry and 30% at Haris Interior and the last payment is the remaining payment that has not been paid when the product has been installed.⁴³ However, there is no mention in the SPK issued that will provide dispensation for late workmanship and *human error* on the goods being worked on.

Three more *owners* in making agreements with their customers do not issue SPKs as is done by Haris Interior and Motiv Cabinetry, after the buyer has agreed to continue making the product the buyer is only asked to pay a DP which depends on the item ordered, after which the consumer will be given a receipt as a sign of agreement. The payment is also only made in two stages, the down payment and the final payment when the goods have been delivered and installed in the consumer's home. These three interiors are Golden Interior, Mitra Interior and Kuta Raja Interior.⁴⁴

D. Implementation of the Right of *Khiyar Ru'yah* on *Istishna* Sale and Purchase in Interior Order Transactions in Kuta Subdistrict

Interior has become one of the human needs in beautifying the room of his house, in the process of purchasing it must be done in a manufacturing order first, which in muamalah is called *istishna'*. After the

⁴² Atika Rizkiyanda, "FINANCING AGREEMENT IN THE IMPLEMENTATION OF ONLINE SHOPPING SHOPEEPAY LATER," *JURISTA: Jurnal Hukum Dan Keadilan* 1, no. 2 (December 20, 2017): 160–71, <https://doi.org/10.1234/JURISTA.V1I2.61>.

⁴³ Interview with Amanda, employee of Haris Interior on 12 November 2022, and Rusdi, employee of Motif Cabinetry on 10 November 2022.

⁴⁴ Interview results with Taufik (Mitra interior employee), Aidil Fikriadi (Kuta Raja interior employee), and Munawar Khalil (*Owner of Golden Interior*).

interior order agreement between the seller and the buyer has been completed, then the interior product is ready to be produced which of course takes time in the process. The stages of manufacture carried out by the interior seller are as follows:⁴⁵

1. Material Purchase

The seller buys the materials that have been agreed with the customer. Materials can be obtained from shops that provide interior materials in Banda Aceh or make orders to Medan if the material is not available in the Aceh area. One of the materials commonly used in interior products is *blockboard*, *multiplex*, *hpl* and *decosheet*.

2. Cutting

The prepared blockmil sheets were cut into pieces according to predetermined sizes using a *circle saw* to form cabinets, drawers, doors and others.

3. Installation/assembly

The blockmil sheets that have been cut into pieces are assembled to form an interior product that has been ordered by the consumer. This *installation* process is sometimes carried out at the consumer's home directly if the goods ordered are *kitchen sets*, *backdrops* and others. However, if the order is a furniture table, the product will be delivered directly to the customer's home when the product is 100% complete.

4. *Finishing*

Finishing is a process of completion or final refinement of an interior product, the aim is to protect the surface of the main material used and also to beautify the appearance of the product in question with certain colours, patterns or textures. Generally, the *finishing* that is often used is *hpl*, *duco sheet* and *duco paint*.

All the processes described above are carried out by human hands, so there is a possibility of delays in product completion from the promised time. Delays in product delivery usually occur not because of intentional factors, but this delay occurs if the raw materials used to make the product are late in delivery and sometimes also because of the disaster factor that befalls the employee or *owner* himself so that it hinders the completion of the work on consumer order products. If you feel that the delivery of the

⁴⁵Interview results with the five interior *owners* in Kuta Raja Sub-district in November

product is not in accordance with the promised time, the interior will inform you of the obstacles in completing the product.⁴⁶

The responses made by buyers vary, sometimes there are buyers who understand the delays that occur and do not mind this, there are also buyers who protest and ask for fines for delays, the solution is given if the seller is late or negligent in sending the product and the negligence is not caused by deliberate factors, the seller is subject to a 5% fine from the payment that has been sent.⁴⁷ The buyer who had experienced a delay in product delivery confirmed that the dispensation given to him was a 5% fee deduction from the payment price.⁴⁸

Not all consumers will demand fines, as according to Aidil's statement, a customer ordered a four-door wardrobe made of *polywood* with HPL *finishing* which cost Rp.5,500,000 with a down payment of Rp.1,600,000. The customer wanted the wardrobe to be completed no more than two days from the day of the order and Haris Interior agreed, but after one week passed the HPL material ordered for the manufacture of the wardrobe did not arrive due to an accident in shipping, Haris Interior immediately contacted the customer and informed him that the product could not be completed on time due to lack of material and requested additional time. The customer could not understand it on the pretext that he would hold a wedding party so he needed the ordered cabinets on time, therefore the consumer wanted to cancel his order and asked for the DP to be returned so that the money could be used to buy the finished cabinets, because he did not want to drag on the debate, Haris Interior returned the consumer's down payment of Rp.1,600,000 and suffered losses from the materials that had been cut.⁴⁹

Another risk that can occur is that the products made are not completely perfect, sometimes there are some products that are not suitable which causes consumers to complain or even do not want to make payments, generally the problem that causes the mismatch of goods with consumer expectations is in the form of goods. Inappropriate product size, untidy assembly often occurs due to negligence by workers in the interior

⁴⁶Interview with Taufik, employee of Mitra Interior on 10 November 2022

⁴⁷Interview with Aidil Fikriadi, employee of Kuta Raja Interior on 11 November 2022.

⁴⁸ Interview with Mirna, interior buyer at Kuta Raja Interior on 15 November 2022

⁴⁹Interview with Aidil, employee of Kuta Raja Interior on 11 November 2022.

business. Therefore, before consumers make payments, the interior provides an opportunity for consumers to check the finished product. If there is a product mismatch with the agreed thing, consumers can complain to the interior. After the interior ensures that the product discrepancy is correct, the interior makes repairs to the product ordered by consumers in the parts that are the problem. As Amanda said, that when the goods ordered do not match the criteria desired by the buyer, the seller will apologise and immediately fix it, this can be caused by the mistakes of workers who are less careful or because of miscommunication between the two parties. Therefore, if an error occurs, it is usually resolved through kinship.⁵⁰ As for the implementation of *khiyar* in the sale and purchase of *istishna* on interior orders that occur in Kuta Raja District, there are several cases that cause the buyer to make *khiyar ru'yah* against the goods he purchased.

Sura Aini said that she had ordered the manufacture of a *kitchen set* at one of the interior businesses in Kuta Raja District, the product was *installed* in her house and the product was at the *finishing* stage Sura Aini found that there were several drawers that were too loose because they were cut smaller than the size they should be which made them look untidy and some wavy hpl sheet patches. Sura Aini complained and explained about the product she ordered to the seller, after the seller confirmed this, the interior repaired the drawers and wavy hpl sheets on the *kitchen set* that Sura Aini had ordered.⁵¹

Furthermore, Efendi explained that he had ordered a gypsum ceiling in one of the interiors in Kuta Raja, here the installation was not neat so Efendi complained to the seller, he asked the seller for another installation, but if it was dismantled for another installation it was not possible, therefore the consumer asked for a refund of 40%, but the seller did not agree because he felt aggrieved by the refund and the seller only provided a refund solution of 10% of the total payment that Mr Efendi had to make.⁵²

Not all products can be repaired, such as the gypsum ceiling installation that occurred in Efendi's case. The finished product did not

⁵⁰Interview with Amanda, Haris Interior employee on 12 November 2022

⁵¹Interview with Sura Aini, an interior buyer at one of the interior shops in Kuta Raja Sub-district, on 9 November 2022.

⁵² Interview with Efendi, an interior buyer at one of the interior shops in Kuta Raja Sub-district, on 13 November 2022.

match his expectations, but he was also forced to continue the contract because the plavon is a product whose results can be seen after being installed in the consumer's house, and he cannot cancel his order. The interior party only provides compensation that is discussed after product discrepancies occur, and in the end Efendi was only given compensation in the form of a refund of 10% of the total price.

Furthermore, the case of the partition ordered by Sri for Rp. 6,000,000 the extension she gave was Rp.3,000,000, 50% of the agreed price of the goods, after the material had been cut into pieces according to the size of the partition volume. Sri cancelled her order, the reason for the cancellation was because Sri received information from her relatives that the product she ordered was cheaper in another shop. The customer asked for all the initial DP that had been paid, but the seller did not want this. After a long debate, the settlement of the case between the consumer and the seller was to compensate for the materials that had been cut after the loss was estimated and deducted from the fee, then the remaining money from the DP was returned.⁵³

Based on some of the facts above, the provision of *khiyar* related to errors in products in interior order transactions in Kuta Raja District is in the form of providing compensation for goods ordered by consumers whose amount is not specified in the agreement and the seller's responsibility for consumer complaints by trying to repair consumer-ordered goods to make them tidier and more perfect.

E. Perspective of *Bai' Istishna* towards the Implementation of *Khiyar Ru'yah* on Home Interior Orders in Kuta Raja Sub-district Area

Istishna' is a contract for the sale and purchase of ordered goods between two parties with certain specifications and payment. The goods ordered have not yet been produced or are not available in the market. Payment can be made in full or in instalments depending on the agreement of the two parties.⁵⁴ Based on this description, it is known that interior order transactions in Kuta Raja District use the concept of *bai' istishna'*, this can be seen from 4 indicators, namely:

⁵³ Interview with Rusdi, Motif Cabinetry employee on 10 November 2022

⁵⁴Siti Mujiatun, "Buying and Selling in Islamic Perspective: Salam and Istishna'", Faculty of Economics, Muhammadiyah University of North Sumatra, *Journal of Accounting and Business Research*, Vol. 13, No. 2, September 2013, p. 212. 212.

1. In the form of an order

Interior transactions in Kuta Raja District use an order system. Because to make an interior product that suits the needs of consumers requires a relatively long processing time and so that the products made are in accordance with consumer tastes.

2. Specifications Must Be Clear

When using transactions with the concept of *istishna'*, the specifications of the goods ordered must be clear, as in the ordering of interior products in Kuta Raja District, buyers and sellers conduct consultations, evaluations and design making to find out the product, product volume, and theme of interior products that will be ordered by consumers. For example, the nightstand ordered is one metre wide and one and a half metres high with a dark brown colour.

3. Agreement

Interior order transactions in Kuta Raja Sub-district use an agreement at the beginning, whether written or not. The agreement discusses the specifications of the goods, the agreed product price and the length of time to work on the product.

4. Payment Method

In the concept of *istishna'* the payment method is made according to the agreement of both parties. As applied to interior order transactions in Kuta Raja District. Buyers and sellers payments are made with the buyer providing a DP with an amount determined by the seller and after the product has been completed 100% the buyer makes repayment of the remaining price of the goods that have been rewarded.

In the concept of *bai' istishna'* the seller and the buyer both have the right of *khiyar*, this *khiyar* right applies to the seller as long as he has not brought the goods he made to the buyer, if he has brought the goods made to the buyer then *his khiyar* rights are cancelled. As for the consumer, once he has seen the goods, his *khiyar* right is waived if the goods are in accordance with the conditions stipulated in the contract, but if the goods have defects or are not in accordance with what was agreed, the consumer has the *khiyar ru'yah* right to continue or cancel the contract.⁵⁵

After exploring the interior transaction activities in Kuta Raja Subdistrict, the seller has actually unconsciously applied the concept of

⁵⁵ Abdul Rasyid Saliman and Adisuputra, *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus (Edisi Kedelapan)*, *Hukum Bisnis Untuk Perusahaan*, 2021.

khiyar. This can be seen in the payment method used where the buyer is only asked to pay off the entire price of the goods after the goods are completed and have been delivered to the buyer's house, before the payment is made the buyer may check the product ordered for defects and in accordance with the specifications required in the agreement, but unfortunately the application of the concept of *khiyar* has not been carried out thoroughly. In the provision of *khiyar ru'yah*, the buyer can cancel the contract whether required or not unless there is the willingness of the buyer. In practice, sellers in the interior in Kuta Raja Subdistrict when there are goods that are not neat or not in accordance with the agreement only make further repairs to the product or only compensate the buyer.

These errors are caused by inaccuracy in workmanship or because of the rush to finish the product on time, and the errors that occur are not all from the seller, but also the consumer who is less clear and even wishy-washy in providing information on how the shape and size should be made. The buyer does not have the right to *khiyar* on the goods he has ordered unless there are defects or not in accordance with the agreement, but in some cases sometimes the buyer cancels his order. As done by consumers who ordered partitions at Motif Cabinetry. Although the cost of material loss can be deducted from the buyer's payment, this causes disputes and hostility.

In Islamic law, regarding what has been agreed in an agreement or contract. So each party must respect each other and fulfil what they have agreed. Regarding the legal provisions set forth in the Qur'an, Surah Al-Maidah verse 1:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُنْتَلَىٰ عَلَيْكُمْ غَيْرَ مُجَلَّىٰ الصَّيْدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

It means: "O you who believe, fulfil your contracts. Livestock are lawful for you, except that which you shall be recited to, but that does not make hunting lawful while you are performing the pilgrimage. Verily, Allah decrees laws as He pleases" (Q.S Al-Maidah: 1).

What is meant by a contract is a covenant, and a covenant is what they agree to in the form of an oath or otherwise, which indicates the need to keep and fulfil promises.⁵⁶ In principle, a valid contract has fulfilled its

⁵⁶Abdullah bin Muhammad, "*Tahqiq Tafsir Ibn Kathir*", Volume III, Translator: Abdul Ghoffar (Bogor: Imam azsh-Shafi'i Library, 2003), pp. 2

pillars, as well as the conditions for its formation, the conditions for its validity, and the conditions for its legal effect, which is why the contract is valid and enforceable. The legal effect is that it is binding on the parties and it is not permissible for one of the parties to withdraw the agreement unilaterally without the agreement of the other party.⁵⁷ Therefore, a party who cancels an agreement and at that time does not have the right to *khiyar* must fulfil the consequences and be responsible for his actions in the form of fulfilling a number of obligations that have been mutually agreed upon when making a cooperation agreement

Islam has regulated *khiyar* in detail, but the practice varies because it is not fully guided by Islamic provisions. Although Islam has accurately structured the practice of *khiyar*, the majority of sellers and buyers do not know the concept and theory. However, in fulfilling their rights and obligations as sellers and buyers, they have unconsciously applied the *khiyar* even though it is not perfect. This is due to the lack of knowledge of the concept of *khiyar*, whereas sellers and buyers should know the concept of *khiyar* which must be followed by knowledge of the kinds of *khiyar* according to Islam, because it is the basic concept of buying and selling.

Based on the description above and the data and facts found in the field, the implementation of *khiyar* rights in interior order transactions in Kuta Raja Subdistrict has not been fully implemented to the maximum of both sellers and buyers. Sellers in providing *khiyar* rights to consumers only by providing responsibility in the form of repairs to goods that are not suitable or compensating funds with a large amount that is not even up to 50%, although conceptually they have done it. Likewise, there are still many consumers who cancel the agreement and do not want to fulfil the obligations of the cancellation, even though at that time consumers do not have the right to *khiyar*.

CONCLUSIONS

From several descriptions related to the implementation of *khiyar ru'yah* on home interior order transactions based on the perspective of *bai'*

⁵⁷Adiwarman A. Karim, *Riba Gharar and Kadidah-kaidah of Sharia Economics*, (Jakarta: Raja Grafindo Persada, 2015), p. 104.

istishna' (a study in Kuta Raja District) in the previous chapters, the author will conclude the following:

1. The agreements made by interior *owners* in Kuta Raja Subdistrict with their customers are partly done in writing and partly orally, as for those who do it in writing are Haris Interior and Motiv Cabinetry by issuing a SPK (Work Order Letter) and some who do the agreement verbally are Golden Interior, Kuta Raja Interior and Mitra Interior. Before the product is done in general, there are three things that are agreed upon in the contract: (1) The goods ordered include the type of product, product specifications in terms of volume, colour, and theme of the product. (2) The price, assessed from the materials used, the size of the product and the wages for the craftsmen and includes the method of payment which is done by instalments or giving a down payment first after the agreement has been completed and the product wants to be done. (3) Working time, the length of time to work on a product depends on the item ordered by the consumer, the more complicated the item ordered, the longer the work. In this case, the craftsman will make an assessment.
2. The application of *khiyar* in interior order transactions in Kuta Raja Subdistrict is carried out by the seller giving time to the buyer before making payment to check the interior products that have been completed first, if there are errors caused by negligence of workers in working on them, the interior party provides responsibility in the form of repairing the product or providing compensation if the product cannot or is difficult to repair.
3. In *bai' istishna'*, if the goods ordered are defective or not in accordance with what was agreed upon at the time of the contract, the consumer has the right to *khiyar*, may cancel the contract or continue the contract. However, in practice, the buyer is not allowed to cancel the contract, instead the consumer will get the seller's responsibility in the form of repairing the faulty workmanship or in the form of a relatively small compensation. Therefore, based on the perspective of *bai' istishna'* on the practice of *khiyar ru'yah* on interior orders in Kuta Raja District, it is not perfect.

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