
SAIZU INTERNATIONAL CONFERENCE ON TRANSDISCIPLINARY RELIGIOUS STUDIES (SAIZU ICON-TREES)

ISSN 2964-5859, 2023, Pages 144-157

DOI: <https://doi.org/10.24090/icontrees.2023.316>

Proceeding of 3rd Internasional Conference on Implementing Religious Values on Transdisciplinary Studies for Human Civilization

The Practice of Potato Plant Selling Potatoes with Conditional Agreements in The Perpective of Islamic Law (Case Study in Siremeng Village, Pulosari Sub-District, Pemalang District)

Yusuf Bahtiyar

UIN Prof. K.H. Saifuddin Zuhri Purwokerto, Indonesia

Corresponding author's email: ucupsigipeng14@gmail.com

Abstract: The practice of buying and selling potato plants with this conditional agreement by using mutual trust and cooperation to carry out planting In this kind of cooperation, after the harvest, farmers are required to sell all of their potato yields to collectors or investors, not to other parties, and the selling price of the potatoes is determined by the financier. Therefore, the yields sold by farmers to collectors will be deducted to replace the seed prices given by investors to farmers at the beginning of the agreement. Therefore, the writer is interested in researching this problem. The focus of the first problem is: How is the practice of buying and selling potato plants with conditional agreements, and what is the perspective of Islamic law regarding buying and selling potato plants with conditional agreements in Siremeng Village, Pulosari District, Pemalang Regency. The type of research used is field research, namely research by looking for data sources directly at the place that is the object of research. Primary data was obtained through interviews between researchers, collectors, and several farmers in Siremeng Village, and secondary data was taken from reference literature in the form of books, journals, research results, and other materials related to the problem under study. This research approach uses sociological normative methods, while data collection techniques use observation, documentation, and interviews. Then the writer analyzes the data using the inductive method. The results of this study are inseparable from the conditional contract, so in terms of the benefit of these conditions and the fact that the pillars and conditions of sale and purchase are generally fulfilled, the sale and purchase are legally valid. by paying attention to all aspects of muamalah. However, these conditions do not affect buying and selling transactions. So the sale and purchase transaction is considered valid even though a condition cannot be fulfilled.

Keywords: *the practice of buying and selling; conditional agreements*

A. INTRODUCTION

Indonesia is also known as an agricultural country because the land it

owns is very fertile, so most of it is used as agricultural land. This makes food ingredients in Indonesia very abundant,



Copyright © 2023 The Author

This is an open access article Under the Creative Commons Attribution (CC BY) 4.0 International License

especially those produced by Indonesian farmers themselves, including medicinal plants, vegetables, fruits, and staple foods in general. For this reason, it is not surprising that the majority of Indonesia's population carries out farming activities, especially in mountainous areas.

This expression indicates that Indonesian farmers should be able to obtain better agriculture so that when it comes to obtaining food, humans can fulfill their daily needs through agriculture. (Izzudin Khatib Al-Tamim, 2020). Especially for the community, the existence of farmers is very important. Islam is a perfect and complete religion because, on the side of human life, it has given basic rules and principles, including relations between creatures or things in worship. All humans need interaction with each other as part of helping each other and sharing the labors of others. The process of creating an agreement in the framework of fulfilling the needs of these two things is the process of implementing an agreement or contract. (Dimmyauddin Djwaini, 2008).

Regarding the previous elaboration, it indicates the need for knowledge of Islamic rules for the whole side of life, for example, regarding social interactions with humans and each other, especially in the aspect of moving from one party to another. Each human being has different conditions; some are poor and some are rich, even though all humans really love wealth. Then, there are times when an individual needs money to cover a sudden need. In this condition, there is no loan that can help him, and he does not find anyone who wants to give alms to him.

Until he had to come to other people so he could work together because there was no capital to run the business.

The relationship of interests between fellow human beings is regulated in Islamic law regarding economic activity through fiqh muamalah guidelines, which include basic norms as guidelines. There are also detailed operationalizations that are disclosed for all human beings in line with their benefits and needs. Based on this, muamalah practices can change as society continues to grow. Muamalah, in terms of the broad definition, is the law or rules of Allah SWT. To become a human regulator with regard to social interaction, which is part of worldly affairs. The goal is to realize a beneficial economic life that relates to humans spiritual and physical needs. (Ahmad Azhar Basyir, 2000).

The contract that is most widely used by the community is buying and selling, because this contract cannot be abandoned in all aspects of meeting community needs. In order to obtain a desired item, for example, he often cannot fulfill it by himself, but is related and requires other people, therefore, a sale and purchase contract will be formed. (Dimmyauddin Djwaini, 2008). In terms of general understanding, buying and selling is an agreement to exchange various things that are not enjoyment and benefits, while in a special sense, buying and selling is an exchange of various things that are neither delicious nor useful with a certain attraction, exchange is not silver or gold, objects are in the vicinity (no suspension) and can be realized, not including debt even though the item exists or not in the presence of the owner, goods that have been

previously known and goods whose various properties are known. (Hendi Suhendi, 2008).

In order to be in harmony with the existing Shari'a, Islam has provided regulations for the existence of many practices. In the community, there are some who have agricultural tools and agricultural land, but do not have the capital or ability to farm. Each human being has different conditions, some are poor and some are rich, even though all humans really love wealth. Then, there are times when an individual needs money to cover a sudden need. In this condition, there is no loan that can help him, and he does not find anyone who wants to give alms to him. Until he had to come to other people so he could work together because there was no capital to run the business.

In general, farming is a job for the majority of the population in Simereng Village, Pulosari District, and Pemalang Regency. Many people depend on crops as a source of income, and they hope that various necessities of life can be fulfilled. However, there are times when the community is faced with economic difficulties while the time has not yet come. harvest. The choice of solutions carried out by farmers who are carrying out the burden of economic needs by collaborating with other humans to carry out planting so that the money that should be used as capital for planting potatoes can be transferred to cover subsistence needs, and then the harvest will later be used as collateral to be sold to investors Conditional agreement system in which the crop is sold to the investor.

Farmers in Simereng Village, Pulosari District, and Pemalang Regency work together with a system, namely with collectors as providers of high quality potato seeds, while the roles played by farmers are providing medicines, fertilizers, planting crops, and providing land. Here, if the collectors have given conditions so that the sale of the entire harvest is not to other parties but to investors or collectors, then the provider of capital is the determinant of the price to be dropped. Thus, the sale of crops from farmers to capital providers or collectors will be deducted as a substitute for the price of seeds that have been given by investors at the beginning. There is an explanation of the cooperative system for planting potatoes, capital is provided by potato collectors, for example: from potato seed investors to farmers, and is valued at IDR 17,000 per Kg which guarantees yields for the return on capital provided. The harvest has been valued by collectors when capital is given, namely, at IDR 7,000 per Kg and when there is a higher price or an increase from the market price, in general, the price can be in line with the general price of IDR 10,000 per Kg, so from the capital provider who gives a price of IDR 9,000 it is not the same as the general price and when compared to the agreed price Initially, the general price is lower, so the price is fixed. What has been agreed upon is that, in line with the general price of IDR 5,000, the price set for potato farmers is fixed at IDR 7,000. From there, most of the farmers are interested in the offered price. Regarding the agreement implemented here, collectors only provide potato seeds, while the maintenance of medicines and fertilizers is provided

entirely to farmers. If the results obtained are not in line or a crop failure is found, the responsibility is borne by the farmer.

For cooperation in planting potatoes carried out by investors or collectors, farmers are required to carry out sales of potatoes whose selling price is in line with what has been agreed with the investor. However, the reality on the ground says that a number of farmers in other villages sell to other traders or to the market. Of course, this is contrary to the initial agreement. Because, often compared to market prices, the price offers given by models or collectors are lower, Another reason is that if it is sold to the market, farmers can get money directly. Unlike sales that are carried out to investors or farmers, where crops must be transported and submitted beforehand, money cannot be obtained directly. Then, for the defrosting, it takes time.

Cooperation between farmers and investors or collectors cannot be separated from the sale and purchase agreement. A sale and purchase is defined as an agreement to exchange goods or objects with a voluntary value between two parties, in which one party accepts the object and the other party accepts it while the terms and agreement agreed upon are correct. For this type of partnership, the financier gives the potato seeds to the farmers, and the payment is taken from the harvest later. Here, the obligation of farmers is to sell crops to investors.

B. MATERIALS AND METHODS

The type of research used in this case is field research. Field research is defined as being carried out on real aspects of life. In

essence, field research is a method to specifically and realistically find the occurrence of a phenomenon that exists in the community. Qualitative research is research without using numbers when data is collected and then interpreted based on the results obtained, although several times qualitative research uses numbers. (Beni Ahmad Saebani, 2009).

Referring to his presentation, the author uses research with a qualitative descriptive type, the author describes the results that have been obtained from the field with a number of research stages, therefore, it is specifically directed through observation as well as to find out the practice of buying and selling potato plants with conditional agreements from the perspective of Islamic law in Siremeng Village, Pulosari sub-district, Regency Malang.

This study uses two data sources, namely primary and secondary data:

primary data sources, namely those that can be obtained directly from the original source without intermediary media. In particular, primary data is collected so that various research questions can be answered. (Nur Indriantoro and Bambang Supomo, 2002). Primary data sources are the main sources that can reveal information to researchers directly through the main data needed by research. Primary data sources can be in the form of direct interviews with key informants, observations, documents, and books. (Agus Sunaryo and et al, tt).

Secondary data sources are the results of interviews and written data that are not included as primary sources but have complementary characteristics obtained

from primary sources. (Agus Sunaryo and et al, tt).

Judging on the basis of the type of qualitative research used, the basis of the approach is a sociological normative approach. The normative approach is an approach using religious benchmarks (scholars' views, fiqh principles, Hadith, including the arguments of the Koran). Here, the normative approach can be a continuation of Islamic law with social phenomena that exist in society. (Abdurrahman Fathoni, 2006). Especially in the practice of buying and selling potato plants with a conditional agreement in Siremeng Village, Pulosari District, Pemalang Regency.

For data collection, researchers used interviews and observation methods. in which the interview here the author chose informants or informants who entered the author's category, namely there were 4 from each party, namely 1 collector 3 farmer resource persons which included: lower middle class farmers, medium farmers, and upper middle farmers.

As for the method of collecting data through direct observation at the location and systematically recording directly on a number of phenomena to be studied, in the observation, the researcher visited the research field directly, namely in Siremeng Village, Pulosari District, Pemalang Regency.

The data analysis method used here is research that is descriptive-analytic in nature, namely presenting and analyzing facts systematically so that conclusions can be drawn and are easy to understand. (Ahmad Tanzeh, 2009).

For this study, the data analysis method used is the inductive method, whereby the analysis is specifically carried out until general conclusions are obtained. Data collection was carried out by researchers working with farmers and collectors, and conclusions were generally drawn in line with the data obtained.

C. RESULT AND DISCUSSION

1. The Practice of Buying and Selling Potato Plants with Conditional Agreements in Siremeng Village, Pulosari District, Pemalang Regency

The economy of the people in Siremeng Village depends on agricultural products. Many agricultural lands are located around the community's residence. The form of efforts to take advantage of existing agricultural fields is cultivation, which is carried out. Farmers cannot, of course, care for and manage agricultural land on their own. Therefore, farmers need various collaborations to meet agricultural needs that are mutually beneficial.

The practice of buying and selling potato plants has been going on for nine years with a conditional agreement. Before it is clearly known regarding the practice of buying and selling potato plants, it is necessary to know in practice these practices, among others, as follows:

a. Collectors

The distributor of potato plant seeds in Siremeng Village is called a collector. The collectors are a brand

that has been considered wealthy in that area because they have a business buying and selling potatoes. The role of this business is to provide assistance to farmers in Siremeng Village. The collector and provider of potato plant seeds is Mr. Syarifuduin.

b. Farmer

Farmers are residents of the Siremeng Village community, Pulosari District, and Pemalang Regency, which includes farming from their fields. So that these farmers are called potato plant seed buyers or collectors.

In potato farming, cooperation between farmers and collectors in Siremeng Village uses a conditional system agreement. Meanwhile, the contract used in the collaboration between farmers and collectors in Siremeng Village for potato farming uses a sale and purchase contract. It can be said that using a sale and purchase agreement is necessary because, in cooperation with potato farming, collectors as providers of potato seeds do not provide seeds for free, collectors only lend the seeds first, and then after harvesting, the new farmer is obliged to pay for the seeds by deducting them directly from the potato harvest.

In addition, the sale and purchase contract also occurs in the practice of selling potato agricultural crops between farmers

and collectors, namely farmers as sellers and collectors as buyers. The price does not depend on the prevailing market price, and farmers are not allowed to sell these crops to other parties because the farmer's potato harvest will be deducted in order to pay for the potato seeds provided by the collector.

To take part in potato farming cooperation between farmers and collectors in Siremeng Village, it is very easy for farmers to simply register by going directly to the collectors without having to have any requirements attached. If there are conditions that have been determined by the collectors when registering, the collectors will provide potato seeds to the farmers. As stated by collectors during the interview:

Mr. Syarifudin: Yes, sir, they came to me directly to my house with the intention of buying potato plant seeds. He said to participate in the buying with the number of them needed, but I gave the conditions in the agreement that they must be sold to me after harvest. Then I said the price was like this, bro, and There are no guarantees, but I will give the conditions, and if they agree, I will give the potato seeds to the farmers. So here they like each other without coercion, bro.

Similar is the case with farmers as buyers who, when interviewed, said the following:

Mr. Darsun said this: "I intend to go straight to Mr. Syarif's house as a potato collector in this village. I intend to buy some for my garden, but I will only buy 200 kg because the garden is not big. When I bought it, I was given conditions. I immediately agreed, as long as I got the potato seeds."

Mr. Abdul Hamid, as a farmer, also conveyed the same thing: "I also buy directly from collectors. Using the usual verbal agreement, there are conditions. The conditions must be fulfilled when the harvest time is not now. So it's good, just write down my name and the number of seeds."

Mr. Mahrudin, as a farmer, also said:

"I usually buy from Mr. Syarif, straight to his house. I said that I would buy it with 800 kg of seeds, usually my garden needs that much. Mr. Syarif immediately responded regarding the price, but was also given conditions. When I agreed, I was given the potato seeds and wrote them down in a book."

Technically, the potato farming cooperation between the collectors and the farmers in Siremeng Village is not the same as technical trading in general. Generally, contracts are simple, with the exchange of goods for money, mutual liking, and agreement. However, there is a

difference here, in line with what was said from the results of the interview, there were a number of things that had been made with the wishes of the collectors at the time the agreement took place, namely the birth of a condition in the agreement. For interviews, the author describes the agreement in line that has been carried out by collectors and farmers, namely:

That have been carried out by collectors and farmers, namely:

Mr. Syarifudin said in the interview:

"So, I will give you an illustration of how this agreement works, sir, when farmers come to my house to buy potato plant seeds. Mr. Syarif, I want to go buy potatoes, can I still or not? You have to resell your crops to me at the same price, yes, it's different for seeds, the price is 17,000 then later, when you harvest, I value 7,000 when the general price is higher, yes, I add it following the market price, but there is still a difference of 1,000 and vice versa, when the market price is lower than the price of 7,000, I still value 7,000, so what? Me: Yes, sir, I will prepare the seeds, and then I will deliver the seeds to your house. Farmer: Yes, thank you, sir. Me: Yes sir". That's what the deal is like."

Referring to the statement of the interview, it was stated that this agreement met the requirements desired by the collectors for the farmers who participated in purchasing the potato plant seeds

in their place. The requirements for buying and selling potatoes are that when the harvest is harvested, it is necessary to resell it to collectors. The conditions given by the collectors to the farmers have been approved by the farmers.

2. Analysis of Islamic Law on the Buying and Selling of Potatoes Between Farmers and Collectors in Siremeng Village, Pulosari District, Pemalang Regency

Referring to the explanation that has been carried out, the practice of buying and selling potato plants is part of the efforts taken by the community as a form of endeavor to make agricultural land more useful. The practice of buying and selling potato plants under a conditional agreement has been going on for nine years now. The practice of buying and selling carried out by farmers to collectors is easier, with no guarantees at all. Therefore, it will be easier for farmers in the process and financing aspects to obtain potato plant seeds. Although in the agreement there are conditions that have been given by the collectors to the farmers.

Based on the Arabic language, buying and selling is called *al-bay'* which means exchanging, replacing, and selling something for something else. In fiqh terminology, the pronunciation of *al-bay'* is generally used in defining the opponent, namely the pronunciation of *al-syirā* (*buy*), which means the word *al-bay'* means buying and selling or buying and selling at the same time. Besides, buying and selling have been blessed by

Allah and His Messenger. Because buying and selling and usury are different things. Buying and selling is the activity of exchanging goods for other goods in a certain way. This includes services and the use of a medium of exchange, such as money.

Based on a number of opinions presented, it can be concluded that buying and selling is essentially an agreement to exchange goods or objects with voluntary value from both parties, one of which is the recipient of the goods, which the other party accepts in accordance with the terms and agreements that have been agreed upon. and according to Syara, it is correct.

Then, broadly speaking, buying and selling is an agreement to exchange various things that are neither enjoyable nor beneficial. Engagement is a contract that is binding for all parties. Exchanging means that there is a party that provides exchange for something that is exchanged by another party. and things that are not a benefit, namely that the object being exchanged is a substance (has a certain form), and its function is to become the object of sale, so it is not the result or benefit that is given.

The original law of buying and selling is permissible (*mubah*), and Allah SWT justifies buying and selling in accordance with the Shari'ah and the provisions in Q.S. al-Baqarah verse 275:

إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Actually, buying and selling is the same as usury, even though Allah has justified buying and selling and forbidding usury." (Translator Team, Al-Qur'an Ministry of Religion of the Republic of Indonesia,)

In practice, potato plant agreements between farmers and collectors in potato farming in Siremeng Village, Pulosari District, and Pemalang Regency can be said to use a sale and purchase contract because in this collaboration, collectors act as seed providers, and farmers are required to pay for the seeds provided by collectors because collectors only lend the seeds to farmers, while seed payments will be deducted from the potato yields. Because the collectors lend the seeds, they provide conditions to the farmers, namely that all the farmer's potato crops need to be sold to the collectors at a price that has been set by the collectors and may not be sold to other parties or the market. Regarding borrowing seeds from collectors to farmers, of course this could lead to a new contract, namely accounts payable. Therefore, in the conditional agreement in Siremeng Village, the researcher will first analyze the conditions and pillars of buying and selling that have been determined by the *syara'*, namely:

1. The buying and selling pillar
 - a. There are people who carry out the contract, or *al-muta'āqidayn* (buyers and sellers).
 - b. There is *sigat* (pronouncement of consent) and *qabul*.

- c. There are goods purchased, or *ma'qūd'alayh*.
- d. There is a replacement exchange rate for goods.

In buying and selling potato plants in Siremeng Village, it is carried out directly face-to-face with the farmers and collectors. Farmers intend to visit collectors' houses directly with the intention of buying potato plant seeds. Therefore, consent and *qabul* were only shown to one object, namely the potato plant seed. Farmers and collectors carry out transactions using clear pronunciation.

Regarding the practice of buying and selling potato plants in Siremeng Village, it cannot be separated from the conditional contract so that basically the agreement is in line with the terms and pillars of buying and selling, because here it is necessary to have a seller, buyer of goods, and consent *qabul*, and all of them must be in line with the requirements, namely *tamyiz* and *baligh*. Goods that are traded bring benefits and are not forced. Referring to the analysis of the practice of buying and selling potato plants in Siremeng Village, it has met the criteria for terms and conditions of buying and selling. So this sale and purchase are legal and permissible.

Here is an in-depth discussion related to the problem of buying and selling potato plants in a contract on one condition. A conditional contract is an agreement or *qabul* between the parties in which there is a desired request that needs to be fulfilled.

The author will try to link the problems that arise from buying and selling potato plants in Siremeng Village, Pulosari District, and Pemalang Regency with the law taken by the researcher, namely a number of muamalah fiqh rules regarding the requirements in muamalah. This rule is used as a reference so that a number of laws are known through Shari'a sources. For example, the sentence revealed by Al-Tahanwi, or a quote from (Abbas Arfan, 2013) in his book, namely:

الْأَمْرُ الْكُلِّيُّ الَّذِي يَنْطَبِقُ عَلَى جُزْئِيَّاتٍ كَثِيرَةٍ تُفْهَمُ أَحْكَامُهَا مِنْهَا

"a kulli (general) rule that corresponds to its many *juz'iyāh* (parts), from which the laws of *juz'iyāh* are known."

The practice of potato plant agreements in Siremeng Village, Pulosari District, and Pemalang Regency is part of a buying and selling transaction in the general system. However, for the contract, there are conditions that need to be met and implemented. The collectors, before giving potato seeds to farmers, had conditions. A conditional contract is a part of the contract form called the *mu'allaqu bīsyarṭ* contract (which depends on the conditions), namely the contract that adjusts something in the form of conditions.

The conditions given by the collectors are that during the harvest, the farmers need to resell their crops to

collectors to pay for the potato seeds that are taken first.

These conditions can also be associated with the first rule, namely:

As Mr. Syarifudin, a collector, also said:

"Yes, in buying and selling potatoes, I will provide conditions that need to be met. They are obliged to sell the harvest to me because I myself am in contact with the company from which I took stock of the potato seeds. I have made an agreement with the company that it is necessary to deposit 30 tons of potato seeds. So that's what made me put in a number of conditions. And that's what I've considered. In fact, agricultural activities are mutually beneficial, Bro."

Referring to these conditions, the researcher will connect these conditions using the principles of muamalah fiqh related to the terms of sale and purchase.

There are rules that can be related to this problem, namely:

يَلْزَمُ مِرَاعَاةَ الشَّرْطِ بِقَدْرِ الْإِمْكَانِ

"We must consider the existence of conditions as much as possible."

The point is that there is an obligation to fulfill the conditions put forward by one of the two parties carrying out the transaction, and there is an agreement between all parties. However, the obligation to fulfill the requirements is still a concern in line with its capabilities. So it is not obligatory for him to carry out a Shari'a if the conditions he wants are beyond his means. In addition to these

requirements, it may also be enforced, which must be permitted by the terms or at least provided that the conditions are not contradictory (Abbas Arfan, 2013).

There are scholars classifying valid requirements for muamalah, namely: (Abbas Arfan, 2013).

1. These conditions are necessary to take advantage of traded goods.
2. These conditions are part of the benefit.
3. These conditions are part of the demands of the transaction contract.

The permissible conditions are demanded to be able to include all three or at least one of them, namely not to conflict with the demands of the contract and not also the intent therein, and to have benefits and benefits for the contract.

On the basis of the principles described above, a number of conditions for purchasing potato plant seeds in Siremeng Village must receive prior attention because the requirements that have been agreed upon are components that need to be met. However, in addition to these requirements that need to be possible and can be implemented, a condition also needs to be permitted by the Shari'a or at least not violate the Shari'a.

Basically, the requirements for muamalah are halal and permissible unless there are arguments that prohibit it. Referring to the explanation of the researcher, the requirements created by the collectors are requirements that are permissible

because they have benefits. The farmers were given conditions to resell the harvest to the collectors so that the collectors could expedite muamalah activities, namely that the collectors had already entered into an agreement with the company by depositing the harvested potato plant seeds in an amount that had been mutually agreed upon. So one cannot be blamed for making demands for this because there is already an agreement and collectors also need cooperation with farmers regarding this muamalah activity.

As according to Mr. Syarifudin said like this:

"They need to sell their crops to me because I am also related to the company from which I sourced the potato seeds. I have made an agreement with the company that it is necessary to deposit 30 tons of potato seeds. If not, I won't get the seeds that the farmers need. They are comfortable, they just have to buy it easily, especially since I have lightened the payment too."

In line with the results of the research carried out under this condition, the collectors have been approved by the farmers. Therefore, these requirements are based on mutual liking between the collectors and the farmers. Farmers can carry out potato cultivation on their land, the hope is to get satisfactory results and, of course, be able to fulfill their daily needs. The initial capital is obtained by obtaining potato seeds through the ease of procedures from the relevant collectors. Therefore, collectors also

hope to benefit from the sale so that muamalah activities with the company will run more smoothly, namely to fulfill deposits with an amount based on an agreement. The farmers need potato plant seeds to be used as initial capital, which they cannot directly purchase from the company. They are more facilitated in the procedure of buying seeds through the collectors. So that this condition brings benefits as well as benefits from the contract, namely, for all parties, there is something that is profitable.

Based on this rule, the conclusion regarding the practice of buying and selling potato plants with conditional agreements in Siremeng Village, farmers need to resell their crops to collectors. Whereas these requirements have received attention from many muamalah matters, these requirements are permitted because they include benefits for all parties, therefore, it is mandatory to fulfill what has been agreed upon. In addition, these requirements are classified as conditions that are considered valid in buying and selling because people are used to them.

These requirements can also be linked to the second rule, namely:

الْمَعْلَقُ بِشَرْطٍ يَجِبُ ثُبُوتُهُ عِنْدَ ثُبُوتِ الشَّرْطِ

"If something depends on certain conditions, then the legal provisions must exist if the conditions exist".

The purpose of the above rules is to allow the hanging of a contract with certain conditions, if these conditions already exist, the law becomes

mandatory. Requirements that can be hung are conditions that are permitted by the Shari'a, or at least not contradictory (Abbas Arfan, 2013).

In line with what has been explained in the elaboration of the rules, referring to the researcher, the requirement to resell crops to collectors is permissible because both will benefit, which has become a habit for the people of Siremeng Village. Therefore, the conditions that depend on the harvest need to be implemented.

Thus, at harvest time, farmers need to sell their crops to collectors because the terms that have been agreed upon have been agreed on a voluntary basis. However, similar to a crop failure, in line with the rules here, the legal provisions of the contract cannot be carried out because if the conditions cannot be met, then the contract cannot be made because the requirements are only implemented during harvest.

While based on the third rule, namely:

الْمَوَاعِيدُ بِاِكْتِسَابِ صَوْرِ التَّعَالِيْقِ تَكُوْنُ لَا زِمَةً

"Promises in the form of *ta'liq* (hang) are obligatory".

Referring to what is mentioned by the Hanafi school of thought, the rule above is that all promises in the form of *ta'liq* (hang) must be fulfilled. On the other hand, if the promises are not in the form of *ta'liq* (hung), then there is no obligation to fulfill them. Other schools of thought reveal that all promises, whether in the form of *ta'liq* (hang) or not, do not have to be fulfilled. It is only advice and commendable moral

characteristics if someone can keep his promise.

When viewed from this rule, the requirements made by the collectors include hanging, and when the harvest arrives, it is necessary to carry out the sale of the harvest to the collectors so that it must be fulfilled. However, in reality, there are those who cannot sell their harvest to collectors. Then referring to the three schools of thought besides the Hanafi school, namely that he should not be coerced into reselling his crops, because this requirement is only used as a recommendation if someone can carry out the fulfillment of something that has been mutually agreed upon.

Referring to these three principles, based on these conditions, farmers need to resell their crops to collectors. Referring to researchers by considering many aspects of muamalah, these requirements are conditions that are permissible and as much as possible need to be fulfilled from the farmer's side. However, if some of the farmers cannot fulfill these requirements, then these conditions cannot affect the sale and purchase transaction. So it is said that the buying and selling transaction is still valid even if a condition cannot be fulfilled by the farmer.

Regarding the practice of buying and selling potato plants, both parties have agreed to resell their crops at harvest time so that farmers can make payments for their crops. Therefore, when harvest time comes, the farmers are obliged to carry out these

requirements. This is in accordance with the reality that occurred in Siremeng Village, namely the agreement made by them, the farmers can keep it. Even though the conditions given are not categorized as a promise, the farmers are related to these conditions because they are part of the benefit of the contract.

So when the harvest fails, the farmers cannot pay for the purchase of potato plant seeds, so the collectors are not forced to pay because the payment depends on the time of harvest. This has also become a habit for the people in Siremeng Village when responding to crop failure.

D. CONCLUSION

Referring to the results of his research data in the Siremeng Village community, Pulosari District, and Pemalang Regency regarding the practice of buying and selling potato plants with conditional agreements from the perspective of Islamic law, the results were analyzed and the conclusions drawn, namely:

The practice of buying and selling potato plants with conditional agreements from both parties, namely farmers and collectors, In the contract carried out by the collectors, the condition is that the farmer is obliged to resell the harvest to the collectors.

The agreement is verbal and only uses trust capital without any guarantee. However, when the harvest arrives, farmers do not fully comply with these requirements. Among them were those who did not resell their crops to collectors who had promised. They only make payments by not selling

their crops to collectors anymore. So far, the collectors have not forced or even asked about it. However, currently farmers are facing crop failure, so among many farmers, there are none who can fulfill these requirements. The collectors allow this payment at the time of the next harvest.

Referring to the perspective of Islamic law on the practice of buying and selling potato plants with conditional agreements in analyzing using fiqh rules, the rule on condition that farmers need to carry out the sale of their crops to collectors, referring to the researcher's analysis by looking at various aspects of muamalah, the requirements are what is permissible and wherever possible mandatory or must be fulfilled by the farmer. However, this condition does not affect the sale or purchase transaction. So it is considered that the sale and purchase transaction is still valid even though a condition cannot be fulfilled.

REFERENCES

- Al-Tamim, Izzudin Khatib. (2020). *Bisnis Islami*. Jakarta: Fikahati Aneska.
- Arfan, Abbas. (2013). *99 Fiqh Muamalah Kuliyah Tipologi dan Penerapan Dalam Ekonomi Islam dan Perbankan Syariah*. Malang: UIN Maliki Press.
- Basyir, Ahmad Azhar. (2000). *Asas-Asas Hukum Muamalat*, Edisi Revisi. Yogyakarta: Uii Pres.
- Djwaini, Dimmyauddin. (2008). *Pengantar Fiqh Muamalah*. Yogyakarta: Pustaka Pelajar.
- Fathoni, Abdurrahman. (2006). *Metodologi Penelitian dan Teknik Penyusunan Skripsi*. Jakarta: PT Rineka Cipta.
- Saebani, Beni Ahmad. (2009). *Metode penelitian hukum*. Bandung: Cv Pustaka Setia.
- Suhedi, Hendi. (2008). *Fiqh Muamalah*. Jakarta: PT Raja Grafindo Persada.
- Sunaryo, Agus, dkk. *Pedoman Penulisan Skripsi Fakultas Syariah IAIN Purwokerto*. t.k: t.p, t.t.
- Supomo, Bambang , dan Nur Indriantoro. (2002). *Metodologi Penelitian Bisnis untuk Akuntansi dan Manajemen*. Yogyakarta: BPFE.
- Tanzeh,Ahmad. (2009). *Pengantar Metode Penelitian*. Yogyakarta: Teras.
- Tim Penerjemah, (2014). al-Qur'an Kemenag RI, Al-Qur'an Terjemah dan Tajwid Bandung: CV Penerbit J-ART.*