

Buy and Sell Credit in the Perspective of Islamic Law

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ABSTRACT

Buying and selling is an activity that routinely occurs to a person so as to create interactions with each other. Things that happen in buying and selling are not only done in cash but also on credit. Lately, a lot of people are buying and selling on credit. In this sale and purchase, the buyer will pay for the desired item in installments within an agreed period of time. But of course the price will be more expensive than paying in cash. The additional price is a problem among scholars. Some say it is haram, halal and even syubhat. Apart from these differences of opinion, this credit (Taqsih) has benefits for both sellers and buyers, namely the seller can sell his goods quickly and buyers can get the goods they want even though they don't have enough money to buy them. In this study, buying and selling on credit is seen from an Islamic point of view accompanied by a study of several previous researchers. This research method uses a descriptive qualitative method in the form of field research, the data sources used in this research are interviews and obtained from books, journals and the internet. The conclusion in the interview The community has a diverse view of credit buying and selling in the perspective of Islamic law. Some of them see it as a legitimate and ethical financial solution, especially if the credit transaction does not involve usury. However, there are also those who feel that credit buying and selling can be a financial trap if not managed wisely, and it is important to ensure that credit transactions are conducted with transparency and fairness, without the element of usury. The results of this study show that buying and selling on credit is allowed in Islam, but there are certain conditions that must be carried out such as both parties agreeing to the aqad, not having to pay interest, not being gharar / deception, not being ribawi, besides that business ethics in Islam which is exemplified by Rasulullah must always be used by us such as Fathonah, Amanah, Siddiq, and Tabliq. The goal is to get blessings accompanied by the purpose of helping.

KEYWORDS

Buying and Selling; Credit; Islamic Law

Introduction

Islam is a comprehensive religion that regulates various aspects of human life, as taught by the Prophet Muhammad (peace be upon him). Matters concerning rules and laws, whether applicable at the individual or social level, are among the aspects regulated by Islam. More specifically, Islam provides guidance for social life. Every human being lives within a society and

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depends on, interacts with, and cooperates with others because human beings are inherently social creatures. People assist one another in addressing various problems and fulfilling their respective needs. This human nature cannot be separated from relationships with others in conducting social and worldly affairs, nor can it be separated from various legal principles. Islamic law, or Sharia, is one such system of law.

All aspects of human life related to human actions, including worship (*ibadah*) and social and economic transactions (*muamalah*), are regulated by Islamic law. The laws governing *ibadah* regulate the relationship between human beings and God, whereas the laws governing *muamalah* regulate interactions among human beings.

In contemporary society, buying and selling are inseparable from everyday human life. Such activities constitute a fundamental means of fulfilling human needs, which continue to increase over time and encourage people to obtain various goods through their work and economic activities. According to Arisson (2016), consciously or unconsciously, human beings continuously interact, assist one another, and cooperate to fulfill their needs. The fulfillment of needs through buying and selling has developed since the time of the Prophet Muhammad (peace be upon him). This development is also closely related to the Prophet Muhammad's background as a trader, which has led many Muslims to regard him as a role model in conducting business and to follow his example.

Credit-based buying and selling from the perspective of Islamic economics is a development of deferred-payment sales (*ba'i al-nasi'ah* or *ba'i muajjal*). In practice, this concept is recognized in Islamic financial institutions through *murabahah* sales or *murabahah* financing. Credit or installment-based sales involve several requirements, including requirements concerning the price (*thaman*), the installment mechanism (*taqsit*), and the purpose of the contract (*muqtada al-'aqd*) (Mubarok, 2017). However, the legal status of credit or installment-based sales is not yet widely understood by the public, particularly among Muslims. There are still differing views regarding its permissibility. Some consider credit sales to be prohibited because they may involve *riba*, whereas others consider them permissible. This difference of opinion arises partly because credit transactions generally involve an additional amount in the deferred payment.

From an Islamic perspective, trade is considered a blessed activity as long as it is conducted in accordance with Sharia principles. These principles include the prohibition of *riba* (interest or usury), *gharar* (excessive uncertainty), and *maysir* (gambling). Therefore, Sharia-compliant credit sales must comply with these principles to ensure that transactions are fair and consistent with Islamic values. Surah Al-Baqarah verse 275 explains that buying and selling is fundamentally permissible, whereas transactions involving *riba* are prohibited. The Qur'an strongly prohibits the practice of *riba* in commercial transactions because additional payments or prices resulting from *riba* may place an excessive burden on buyers.

Herlina and Lastfitriani (2017) explain that a sale and purchase agreement is an agreement made between a seller and a buyer in which the seller is obliged to deliver the object of sale to the buyer and is entitled to receive the agreed price, while the buyer is obliged to pay the price and is entitled to receive the specified object. Meanwhile, Shabiran and Herwanti (2017) explain that Islam permits trade, commerce, and buying and selling. However, individuals conducting business according to Islamic principles are required to follow specific procedures and rules governing how Muslims should engage in trade in order to obtain blessings and the pleasure of Allah SWT in this world and the hereafter.

Credit-based buying and selling continues to occur in contemporary society. This phenomenon therefore requires further examination concerning its legal status from an Islamic perspective. Credit sales have become an increasingly common phenomenon in Islamic





commercial activities, yet controversy remains regarding whether such transactions are permissible or prohibited under Islamic law.

Several factors contribute to the emergence of credit transactions as a means of fulfilling people's needs. Arisson (2016) explains that limited financial capacity and limited ability to fulfill various needs and desires may cause individuals to borrow from others when urgent needs arise, either in the form of goods or money. Aulia (2014) states that Islam is a comprehensive religious teaching that also provides guidance concerning social and economic relationships. Allah SWT states in Surah Al-Ma'idah (5:2): "And cooperate in righteousness and piety, and do not cooperate in sin and transgression. And fear Allah; indeed, Allah is severe in punishment."

Therefore, this study analyzes credit-based buying and selling from the perspective of Islamic law based on Islamic Sharia principles. The study is intended to provide greater understanding and reduce uncertainty regarding the legal status of credit transactions, enabling members of society to conduct *muamalah* and buying and selling activities in accordance with Sharia principles and to avoid transactions involving *riba*.

Method

This study employed a descriptive qualitative approach in the form of field research. Field research is a method used to investigate specific conditions occurring within a community at a particular point in time and to explain the facts observed in the field clearly (A. Muri Yusuf, 2014). The descriptive analysis in this study involved collecting extensive data from the research findings and subsequently analyzing the meaning and objectives of the research.

A qualitative approach was selected because it was considered appropriate for obtaining in-depth information directly from the research setting. Through qualitative research, the researcher was able to conduct direct field observations and obtain information from the relevant participants. Interviews were used to obtain more precise and accurate information. Each informant relevant to the study was interviewed and asked to respond to questions related to the research topic, thereby providing information considered more reliable and representative of their experiences and perspectives.

The research was conducted in Bunar Village, Cigudeg District, Bogor Regency, specifically in Kampung Bunar. This location was selected because further study and public understanding were considered necessary regarding the practice of credit-based buying and selling from the perspective of Islamic law in Bunar Village, Cigudeg District, Bogor Regency.

The data used in this study consisted of primary and secondary data. Primary data were collected through interviews with several informants who were directly involved or considered relevant to the research topic. Secondary data were obtained from books, academic articles, internet sources, and other relevant materials.

The qualitative approach was therefore employed to examine how credit-based buying and selling is viewed from the perspective of Islamic law in Kampung Bunar, Bunar Village, Cigudeg District, Bogor Regency.

Results and Discussion

Results

The results of this study were obtained through interviews with members of the community and several relevant figures in Kampung Bunar, Bunar Village, Cigudeg District, Bogor Regency. The informants were deliberately selected based on their relevance to the research topic. The





interviews focused on the community's understanding and experience of credit-based buying and selling and its legal status from the perspective of Islamic law.

The interview with Evi Parida revealed a positive view of credit-based buying and selling. She considered credit transactions to be a legitimate and ethical financial solution, particularly when conducted through a Sharia-compliant credit system that does not involve *riba*. According to her, credit-based transactions enable consumers to purchase goods or services without having to pay the entire amount upfront. This arrangement can assist individuals in fulfilling their needs and financial objectives in a manner consistent with their religious principles. She had previously engaged in credit transactions to fulfill urgent needs. However, she acknowledged that her understanding of the legal provisions governing credit-based buying and selling in Islam remained limited.

An interview with Noval Novialdi indicated a different perspective. He had never engaged in credit-based buying and selling because, in his view, the prices offered through credit were significantly higher than cash prices. He also considered credit transactions potentially problematic when they were not managed carefully because some individuals could become trapped in debts that they were unable to repay. According to him, interest and additional charges associated with credit transactions could impose a substantial financial burden. Nevertheless, he stated that he had a relatively good understanding of credit transactions under Islamic law. He understood that credit practices must comply with Sharia principles prohibiting *riba* and emphasizing justice in transactions. He also recognized that differences of opinion exist among Islamic scholars regarding credit practices and therefore emphasized the importance of ensuring that transactions comply with Sharia principles.

Interviews with Bayu Bayturahman and Asep Endang Mulyana showed that economic limitations were among the main factors encouraging them to use credit-based purchasing. They explained that limited financial resources made it difficult to fulfill their daily needs through cash purchases. Consequently, they chose credit transactions despite being aware that credit prices could be higher than cash prices. They viewed the credit system as helpful because it enabled them to obtain goods needed for everyday life. Their understanding of credit transactions from the perspective of Islamic law was not particularly comprehensive, although they understood the basic legal principles. They also regarded credit-based buying and selling as a useful means of fulfilling financial needs while emphasizing the importance of understanding all terms and conditions before entering into a transaction.

Perspectives of Community Leaders and Village Officials

The study also involved interviews with community leaders and village officials concerning credit-based buying and selling from the perspective of Islamic law. Ahmad Bukhori, a member of the Indonesian Ulema Council (MUI) in Bunar Village, explained that credit-based buying and selling in Islam refers to the purchase of goods in which payment is deferred or made in installments. According to him, such transactions are permissible as long as all relevant Sharia requirements are fulfilled. The seller and buyer must agree on the price, the type of goods being sold, and the payment period.

Regarding the obligation to repay debt, Bukhori emphasized that Islam considers debt repayment an important obligation. Individuals who have debts are expected to fulfill their obligations and should not unnecessarily delay repayment. A person who has a debt should make every effort to repay it according to the agreement established between the parties.

Regarding the use of interest and *riba* in credit-based transactions, Bukhori stated that *riba* is strictly prohibited in Islam. Credit transactions involving *riba* are therefore considered





prohibited. However, in a permissible credit-based sale, a seller may establish a higher price for deferred payment, provided that the transaction is conducted honestly and transparently and does not contain an element of *riba*.

An interview with Abu Supriatna, a staff member of the Bunar Village Office, revealed that credit-based buying and selling can serve as a useful mechanism for helping community members obtain access to goods and services that may be difficult to purchase through a single cash payment. In a village environment where household incomes may be limited, credit transactions can help residents fulfill everyday needs, including the purchase of household equipment, electronic devices, and other goods.

Nevertheless, he emphasized that such practices require appropriate supervision. Village officials have a responsibility to ensure that credit-based transactions are conducted ethically and consistently with the social and cultural values of the local community. They also seek to prevent community members from being subjected to excessively high interest or other practices that may disadvantage them. In addition, village officials attempt to increase public awareness regarding credit transactions that comply with Islamic principles and applicable legal provisions. Because the majority of the population in the village is Muslim, understanding and applying Sharia principles in financial transactions, including credit-based buying and selling, is considered important.

According to the village official, the village government and village officials can play an important role in supervising and providing guidance concerning credit-based transactions. They can cooperate with community organizations and religious institutions to disseminate Islamic guidance regarding credit transactions to local residents. They can also promote transparency and integrity in credit transactions and seek to ensure that such practices do not contain elements of *riba* or oppression.

The village government can further support Sharia-compliant credit practices by providing education and training for residents. Such activities may include increasing public understanding of the Sharia principles governing credit transactions and facilitating access to competent Sharia experts for consultation. The village may also cooperate with financial institutions that operate according to Sharia principles to provide lawful and sustainable financial services to the community.

The interviews demonstrate that members of the Bunar Village community have diverse views regarding credit-based buying and selling from the perspective of Islamic law. Some respondents viewed credit transactions as a legitimate and ethical financial solution, particularly when the transaction does not involve *riba*. Others considered credit transactions potentially risky because they may become a financial burden when not managed appropriately.

The community also uses credit-based buying and selling as a means of fulfilling financial needs, particularly when urgent needs arise. Although residents recognize that credit prices may be higher than cash prices, they regard credit as a means of obtaining access to goods and services that they need. Most of the respondents demonstrated a basic understanding of the Islamic legal principles governing credit transactions. They understood that credit transactions must comply with Sharia principles prohibiting *riba* and emphasizing justice and fairness.

For the community of Bunar Village, transparency and fairness are important elements in ensuring that credit transactions comply with Islamic principles. They also expect village officials to contribute to ensuring that credit-based buying and selling practices remain consistent with the social and cultural values of the local community.

Community leaders and village officials similarly recognize the important role of the village





in promoting credit-based buying and selling practices that are consistent with Islamic Sharia values. Their efforts include providing education and training concerning the principles governing credit transactions and cooperating with financial institutions that operate according to Sharia principles.

According to *Al-Fiqh al-Muyassir fi Dhau'i al-Kitab wa al-Sunnah*, credit-based buying and selling refers to the sale of goods in which payment is deferred for a specified period and the amount of each installment is determined in advance. For example, if a vehicle has a cash price of 40,000 riyals and a credit price of 60,000 riyals, the seller and buyer may agree that the buyer will pay the amount over a period of twelve months at 5,000 riyals per month. According to the source cited in the manuscript, such a transaction is considered valid.

Discussion

Buying and Selling

In Indonesian, the term *jual beli* consists of two words, *jual* (selling) and *beli* (buying). In Arabic, buying and selling is referred to as *al-bai'*, which means exchange or mutual exchange. The term *al-bai'* can also be used in the opposite sense, namely *as-syira'* (buying). Thus, *al-bai'* may refer to both selling and buying.

From a terminological perspective, Islamic scholars have provided different definitions of buying and selling, although the underlying substance and objective are similar. According to the Hanafi scholars, buying and selling is defined as *mubadalat al-mal bi al-mal bi al-taradhi*, namely the exchange of property for property through a particular method and with mutual consent. Meanwhile, the Maliki, Shafi'i, and Hanbali scholars define buying and selling as *mubadalat al-mal bi al-mal tamlikan wa tamallukan*, meaning the exchange of one form of property for another for the purpose of transferring ownership.

From the perspective of Sharia, buying and selling refers to the exchange of property based on mutual consent or the transfer of ownership in exchange for an appropriate and legally recognized consideration.

Credit-Based Buying and Selling

Several perspectives explain the concept of credit-based buying and selling. In Arabic terminology, *taqsiit* refers to dividing something into several portions or separating it into several distinct parts. In the context of buying and selling, *taqsiit* refers to installment payments made within a specified period, in which the total price may be relatively higher than the price under a cash-payment system.

The increase in price in an installment transaction is not necessarily categorized as *riba*. This is because, in a legitimate credit sale, the additional amount is regarded as compensation for the deferment of payment rather than an interest charge imposed on a monetary loan. Although there are similarities between *riba* and an additional price in credit sales, there is a fundamental distinction between the two. In a credit sale, the additional price is associated with the deferred payment of a particular commodity, whereas *riba* involves an additional payment arising from the deferment of a debt.

Islam permits buying and selling, including credit-based sales, particularly when such transactions fulfill legitimate needs. In contrast, *riba* is prohibited because the additional payment is imposed purely because of the deferment of payment. In addition, the rules concerning *riba* apply specifically to certain categories of commodities and transactions, whereas a credit sale involves an exchange in which the buyer receives goods and the seller receives monetary payment.





The additional amount paid by a credit buyer may be regarded as compensation for the seller's willingness to defer receipt of payment for a certain period. During this period, the seller cannot use the funds as working capital or for other business purposes. Credit can therefore also be understood as a method of making payment by installments under a sale and purchase agreement.

Credit is generally understood as an arrangement in which payment is made gradually, whether in a sale or a loan transaction. For example, a person may purchase a vehicle from a dealer by paying a 10% down payment, with the remaining amount paid over several years through monthly installments. Credit arrangements can also occur when an individual borrows money from a bank or financial institution and repays the amount gradually, whether daily, weekly, or monthly (Ahmad M., et al., 2020).

Credit-based transactions may involve various types of goods and services, ranging from consumer products such as electronic devices and household equipment to motor vehicles, property, and larger projects. The payment scheme may vary according to the agreement between the seller and buyer, including the amount of each installment, payment period, and other contractual provisions.

From the perspective of Islamic law, credit transactions can generally be distinguished between permissible and prohibited forms. Permissible credit transactions are those that comply with Islamic principles and do not involve *riba* or other prohibited elements. The manuscript discusses *mudharabah* and *musyarakah* as examples of financing arrangements consistent with Islamic principles. In *mudharabah*, capital and business management are structured according to an agreed arrangement, while *musyarakah* involves shared capital, ownership, and profit and risk according to the agreement between the parties.

In contrast, prohibited credit transactions are those that violate Islamic principles, particularly transactions involving *riba*. Credit arrangements involving interest are prohibited in Islam. This includes conventional credit systems involving fixed or compound interest. The manuscript also discusses *riba jahiliyah*, referring to pre-Islamic forms of *riba* that are prohibited because they involve practices inconsistent with Islamic principles (M. Raihan et al., 2023).

Credit-Based Buying and Selling from the Perspective of Islamic Law

According to Islamic law, credit-based buying and selling is permissible provided that the requirements established by Sharia are fulfilled. These requirements include establishing the contract at the beginning of the transaction, avoiding interest, avoiding *gharar* or excessive uncertainty, and avoiding *riba*. Islamic business ethics, as exemplified by the Prophet Muhammad (peace be upon him), also emphasize the values of *siddiq* (truthfulness), *amanah* (trustworthiness), *tabligh* (transparency in conveying information), and *fathanah* (wisdom and competence), together with morality and justice (Imelda M. S., 2022).

Allah SWT states in Surah Al-Ma'idah (5:1):

"يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ"

"O believers! Honour your obligations."

This verse emphasizes the obligation to fulfill agreements and contracts established between parties. In the context of credit-based transactions, contractual obligations between the seller and buyer must therefore be respected. However, the validity of such transactions depends on





the fulfillment of the requirements concerning both the object of sale and the contractual agreement. The manuscript also notes that problems may arise when consumers fail to fulfill promises or obligations that have previously been agreed upon in the contract.

One of the principal evidences used by scholars who permit credit-based buying and selling is Surah Al-Baqarah (2:275), which states:

“Allah has permitted trading and forbidden interest.”

The general meaning of this verse indicates that buying and selling is permissible, including transactions conducted through cash or deferred payment, provided that the transaction does not contain prohibited elements.

Another relevant basis is Surah Al-Baqarah (2:282), which instructs believers that when conducting a transaction involving deferred payment for a specified period, the agreement should be documented. This provides a basis for permitting deferred payment as long as the payment period and amount are clearly determined according to mutual agreement.

The manuscript also refers to a narration from Aisyah (may Allah be pleased with her) concerning Burairah, who purchased her freedom from her former master through annual payments. The transaction was made through deferred payments and was not rejected by the Prophet Muhammad (peace be upon him). The manuscript uses this narration to support the permissibility of deferred payment arrangements.

Another narration attributed to Abu Hurairah states that when a person conducts two sales in one transaction, the lower price or the alternative without *riba* should be selected. This narration is discussed in relation to the requirement that credit transactions should not involve uncertainty regarding the agreed price.

Scholars who prohibit credit-based buying and selling argue that sellers may be motivated primarily by profit rather than by helping buyers. This concern is particularly relevant when the price increases according to the length of the payment period. Under such circumstances, the debt may become increasingly burdensome as the payment period is extended.

The majority of scholars respond that an increase in price is not inherently prohibited because price differences occur in various forms of buying and selling. Additional amounts become prohibited when they result in injustice or contain elements of *riba*. The additional price in a credit sale is therefore distinguished from *riba* when it is agreed upon clearly at the beginning of the transaction and does not constitute an increase in a debt merely because of further delay.

The manuscript further explains that a credit sale may be considered valid in Islam when payment is made over a clearly specified period. A fatwa from the Council of Senior Scholars in Saudi Arabia cited in the manuscript also states that credit sales are permissible even when the credit price is higher than the cash price, provided that the installment period and amount of each installment are clearly known at the time of the contract.

Based on the discussion presented in the manuscript, the researcher agrees with the majority scholarly position permitting credit-based buying and selling, provided that all relevant conditions are fulfilled. Credit transactions should not lead to *riba*, and the seller must have full ownership of the goods being sold. A person may not sell goods that they do not own or goods that remain under the ownership of another party.

The goods and price must also be structured in a manner that does not result in *riba al-nasi'ah*. The price in a credit sale constitutes a debt and therefore must be clearly established. The goods being sold through credit must be clearly identified, while the place and time of





payment must be specified according to the initial agreement. The number of installments, the amount of each installment, and the final payment deadline must be clearly determined and respected by both parties.

These findings are consistent with the perspective expressed by Bukhori, a member of the MUI in Bunar Village, who stated that credit-based buying and selling refers to purchasing goods with deferred or installment payments. According to him, the transaction is valid as long as the Sharia requirements are fulfilled. The seller and buyer must reach an agreement concerning the price, type of goods, and payment period. Similarly, Novialdi emphasized the importance of ensuring that credit transactions comply with Islamic principles prohibiting *riba* and promoting justice and fairness.

Overall, the findings indicate that credit-based buying and selling is practiced by members of the Bunar Village community as a means of fulfilling financial and household needs. The community demonstrates varying levels of understanding regarding its legal status under Islamic law. Nevertheless, the interviews indicate a common awareness that credit transactions should be conducted transparently, fairly, and without *riba*. The findings and the Islamic legal discussion presented in the study therefore indicate that credit-based buying and selling is permissible when the contractual requirements are clearly established and the transaction is free from *riba*, *gharar*, deception, and other prohibited elements.

Conclusion

This study reveals diverse perspectives among community members and community leaders regarding credit-based buying and selling from the perspective of Islamic law. Some members of the community regard credit-based buying and selling as a legitimate and ethical financial solution, particularly when the transaction does not involve *riba*. However, others consider credit-based buying and selling potentially problematic and capable of becoming a financial burden if it is not managed appropriately. The community of Bunar Village uses credit-based buying and selling as a means of fulfilling financial needs, particularly in situations involving urgent necessities. Although they recognize that credit prices may be higher than cash prices, they regard credit transactions as a means of obtaining access to goods and services that they need.

Overall, the community of Bunar Village demonstrates a relatively good understanding of the Islamic legal principles governing credit-based buying and selling. They understand that credit transactions must comply with Sharia principles that prohibit *riba* and emphasize justice and fairness in transactions. For the community of Bunar Village, it is important to ensure that credit transactions are conducted transparently and fairly and are free from elements of *riba*. They also expect village officials to contribute to ensuring that credit-based buying and selling practices remain consistent with the social and cultural values of the local community.

In addition, community leaders and village officials recognize that the village has an important role in promoting credit-based buying and selling practices that are consistent with Islamic Sharia values. They seek to provide education and training to residents concerning the Sharia principles applicable to credit-based transactions. They also seek to cooperate with financial institutions that operate in accordance with Sharia principles in order to provide lawful and sustainable credit services to the community.

From the perspective of Islamic law, credit-based buying and selling is permissible provided that the requirements established by Sharia are fulfilled. Such transactions must not involve *riba* or other prohibited elements and must be conducted transparently and fairly. Credit-based





buying and selling that complies with Islamic Sharia principles can therefore serve as a legitimate and ethical financial solution for members of the community, particularly when they face urgent financial needs.

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