

Ngijo Practice in Farming Land According to Economics Shariah Perspective

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Abstract

The practice of ngijo is a buying and selling transaction carried out by involving several parties with a lower price determination compared to the market price. The majority of the people of Sambongrejo Village are Muslims, so sharia guidance should be the first legal basis in making a transaction. This research uses a qualitative descriptive method with the aim of being able to analyze the sharia perspective on the mechanism for implementing ngijo practices in Sambongrejo Village. Based on the results of the study, it was found that there were several unclear in practice, including gharar in the delivery of goods, gharar in the quality of goods and price tadlis that occurred in the mechanism of buying and selling the ngijo system which clearly harmed one of the parties. So that from the perspective of Sharia Economics, the implementation of the ngijo practice has not met the legal requirements for buying and selling, which in the 4 madhabs requires clarity on the goods transacted and transactions carried out without harming the parties involved

Keywords: Buying, selling, Ngijo, Gharar, Tadlis.

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1. INTRODUCTION

Indonesia has long been known as an archipelago with thousands of islands stretching from Sabang to Merauke. From this area, there is enormous diversity and potential for natural resources, one of which is natural resources in the field of agriculture. Indonesia has long been known as an archipelago with thousands of islands stretching from Sabang to Merauke. From this area there is a very large diversity and potential of natural resources, one of which is natural resources in agriculture. The number of people working in the agricultural sector is quite high, with 40.6 million Indonesians working in the agricultural sector (BPS, 2022).

Indonesia's agricultural sector has an important role in improving the country's economy. This is because the agricultural sector is the job that absorbs the most labor for the local population. The agricultural sector also plays an active role in Indonesia's export economy sector, the Central Statistics Agency noted the rate of agricultural exports in Indonesia in June 2022 experienced a significant

increase of 23.3% calculated on a monthly basis and 11.69% per year (BPS, 2022).

The agricultural sector also plays an active role in Indonesia's export economy sector, the Central Statistics Agency noted the rate of agricultural exports in Indonesia in June 2022 experienced a significant increase of 23.3% calculated on a monthly basis and 11.69% per year (BPS, 2022). In the agricultural cycle, trade and agriculture have a relationship of involvement with one another. Trade or in Arabic is called Al-ba'i means selling, replacing and exchanging with goods of the same value. Buying and selling is a daily activity that must be carried out by every individual, including a Muslim, to be able to meet needs and develop the family's economy (Fitriani, 2019). But the reality in society, buying and selling is one of the practices whose implementation still violates the rules of Shari'a. Buying and selling is used as a means of committing tyranny such as fraud and excessive profit taking. Indonesia is a country with the largest Muslim population in the world, namely 237.53 million people or 86.9% of the total population

of Indonesia (Bayu, 2022), so it is customary to carry out buying and selling practices that are legal in the eyes of religion. In order to carry out the practice of buying and selling under Islamic law, there are several principles that must be adopted by Muslims according to the guidelines of the Al-Quran and Sunnah. The goal is to be mutually beneficial, justice and not detrimental (Murtadlo & Fahrullah, 2019). Moreover, Allah commands Muslims to practice justice in the place of rights and to whom they will deal (Sholikhin & Amijaya, 2019). As the word of Allah SWT in the Al-Quran letter An-Nisa 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ
تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ
رَحِيمًا ﴿٢٩﴾

The means: *"O ye who believe! Squander not your wealth among yourselves in vanity, except it be a trade by mutual consent, and kill not one another. Lo! Allah is ever Merciful unto you."*

The meaning of the verse is a statement that Islam prohibits its adherents from carrying out activities that can harm believers. Muslims are not allowed to engage in buying and selling practices that contain usury. From the point of view of its acquisition, usury is included in illicit assets because its acquisition is dishonest and detrimental to other parties. In essence, all kinds of muamalah activities are permitted by Allah SWT. as long as it follows the rules and applicable Islamic law so as not to cause harm to one another (Muslich, 2013). The meaning of the verse is a statement that Islam prohibits its adherents from carrying out activities that can harm believers. Muslims are not allowed to engage in buying and selling practices that contain usury. From the point of view of its acquisition, usury is included in illicit assets because its acquisition is dishonest and detrimental to other parties. In essence, all kinds of muamalah activities are permitted by Allah SWT. as long as it follows the rules and applicable Islamic law so as not to cause harm to one another (Muslich, 2013).

As a Muslim, sharia rules must be used as a basic benchmark in making decisions, especially in muamalah. Muamalah is an example of empowering the people's economy, because with muamalah the community can increase the level of independence in the economic, ecological and social fields which can

be sustainable (Hidayatulloh & Khoirul, 2020). Over time, muamalah activities have merged with the cultural customs of the community. One of the cultural customs that is one of the buying and selling transaction processes in Sambongrejo Village is ngijo. Ngijo is a practice that has existed and developed since the ancient Javanese era so that it has become entrenched in the community. The practice of ngijo is carried out when farmers need capital as soon as possible for maintenance needs so that they make offers to middlemen with lower price conditions and money is handed over at the start of the contract.

2. THEORITICAL REVIEW

Buying and Selling (Al-Ba'i)

Buying and selling is an activity carried out to meet the needs of facilities and infrastructure activities in their daily lives by making money (Syahputri & Suryaningsih, 2022). Without money, human is not be able to run the activities of his life. Without the profit (money) humans can suffer, therefore all conditions both space and time will serve as intermediaries to generate profit also including buying and selling activities (Ardini, 2019). Etymologically buying and selling is the process of exchanging goods for goods (Az-Zuhaili, 2011). In terms of terminology, there are several definitions of buying and selling proposed by Islamic jurisprudents, even though the substance and purpose of each definition are the same. Hanafiyah Ulama defines buying and selling by "exchanging assets with assets in a certain way" (Komarudin & Al Kholili, 2020). The purpose of muamalah is the creation of a harmonious relationship between humans. Thus creating peace and tranquility (Misbach et al., 2019). Imam Nawawi argues that buying and selling is the exchange or exchange of goods for goods to transfer ownership rights of goods dengan cara tertentu (Nasrun, 2000). While Ibn Qudamah defines buying and selling as exchanging goods for goods of equal value with the intention of transferring ownership of goods and acquiring property rights. In this case, buying and selling transactions refer to transactions consisting of ijab (statement) and kabul (request) (Maleha et al., 2020).

Buying and selling is an agreement made by two parties, namely traders and buyers in exchange for goods that are worth or have the same value voluntarily. And in accordance with the provisions that have been justified by Islamic law and agreed upon by both. That is trading that does not contain

elements of fraud and lies. Legal buying and selling are buying and selling based on willingness (Astuti, 2023). This means that the transaction carried out must meet the pillars, terms and conditions of buying and selling in the Shari'a. Objects traded must be valueable and valuable objects that are allowed to be used lawfully (Pasaribu et al., 2021). While goods that cannot be traded in sharia are goods whose laws are haram and contain mudharat, such as pork, alcohol, blood and others. Selling goods or objects that are haram is void if traded in Islam. As for if it is used as a medium of exchange, the sale and purchase is considered facid or damaged (Syafe'i, 2001). Law sell to buy in Islam in origin is changed (Okay, okay only) but if there are in it things that differ law, then sell buy it can so become unclean (Sabir & Khalik, 2022).

According to Imam Hanafi, the pillars of buying and selling are *ijab* and *qabul*, where it indicates the purpose and purpose of exchange and the like (*mu'athaa*). That is, the pillars of buying and selling are actions or words that show pleasure in the buying and selling transaction. The majority of fiqh scholars argue that buying and selling has four pillars, namely the existence of sellers, buyers, contracts (approval and acceptance) and goods.

Ijab is an act that shows willingness that is first spoken from one of the parties, either from the seller as the word *bi'tu* (I sell) or from the buyer by stating the sentence, "I want to buy it at this price." While *qabul* is the second party's words that indicate agreement with the first party's words. The pillars of buying and selling according to the majority of scholars other than Hanafi scholars are three or four, namely: the existence of sellers and buyers, the existence of goods or prices and, *ijab* or *kabul*.

Ijab and *kabul* have become one of the important conditions in buying and selling because they show willingness or pleasure in the sale and purchase transaction. Usually *Kabul Ijab* is done by speech, but it can be done with letters that contain the meaning of *Ijab* and *Kabul* if it is not possible to say. *Ijab* and *Kabul* are signs that both parties are willing and happy to carry out the sale and purchase transaction (Syafe'i, 2001). The sale and purchase of goods that have become daily necessities is not required to perform *ijab* and *kabul* according to the opinion of *jumhur ulama'* (an opinion approved and agreed upon by a large number of scholars'). Contrary to the opinion of *jumhur ulama'*, Shafi'iyah scholars argue that buying

and selling with the slightest goods must still do *ijab* and *kabul*.

When making transactions in buying and selling, there are several conditions that must be met, namely the conditions for the occurrence of transactions, legal conditions for buying and selling, conditions for the validity of buying and selling, and conditions for commitment in buying and selling (Az-Zuhaili, 2011). The purpose is to avoid disputes between people, protect the interests of both parties, avoid fraud and eliminate losses due to ignorance. Therefore, if the transaction does not meet the requirements for conducting the transaction, it is considered void in its execution.

a. *The terms of the sale and purchase transaction* are things that must be met in order for the transaction to be considered valid according to Shari'a, while if it is not fulfilled then the transaction is void. The requirements for completing the transaction, Hanafi madzhab require four things, namely the person who made the transaction, the transaction itself, the place of the transaction and the object of the transaction, a total of eight conditions.

As for the conditions that apply to sellers and buyers, there are two of them who commit the event must be wise people or *mumayyiz* (have the ability to distinguish between right and wrong). Therefore, transactions of mentally ill people and children who have not reached *mumayyiz* are void. Second, in the event that the transaction is made multiple times, the transaction is void if it is made through an agent appointed by both parties, unless the agent is the father, representative, judge, and messenger of both parties. Next is the condition of the place of transaction, that is, the statement of *ijab* and *kabul* must be said in one place. As for the conditions that apply to sellers and buyers, there are two of them who commit the event must be wise people or *mumayyiz* (have the ability to distinguish between right and wrong). Therefore, transactions of mentally ill people and children who have not reached *mumayyiz* are void. Second, in the event that the transaction is made multiple times, the transaction is void if it is made through an agent appointed by both parties, unless the agent is the father, representative, judge, and messenger of both parties. Next is the condition of the place of transaction, that is, the statement of *ijab* and *kabul* must be said in one

place. The place of buying and selling transactions is a meeting point between two parties who trade face-to-face. The last is the terms of the goods traded, of which there are four, namely: The availability of goods to be sold at the time of contract, goods have value, own property rights, and goods can be handed over directly at the time of contract.

- b. There are three terms of sale and purchase in Maliki madzhab**, namely seller and buyer, transaction shighah, and transaction goods with eleven conditions. The requirements for transaction actors are: Should the transacting actors have mumayyiz. Therefore, buying and selling carried out by children who have been mumayyiz is considered legal. Second, both parties must have the status of owners or representatives of the owner of the goods. Third, there is a willingness between the two parties in the transaction and lastly, the seller should be a reasonable person (rashid). The requirements for shighat (statement of sale and purchase) are twofold, namely, the place where the transaction must be carried out must be in one place and between ijab and kabul no party refuses to continue the sale and purchase transaction.

The last is the conditions for goods and prices there are five, namely: The goods transacted are not forbidden to be consumed and used by religion, the goods must be clean or holy, the goods must be religiously usable, can be known and seen and the last two must be deliverable.

- c. The terms of sale and purchase in Shafi'i Madzhab** there are as many as twenty-two conditions which are divided into three, namely, the conditions of the perpetrator, shighah, and the conditions of goods. There are four requirements for perpetrators, namely: Rushd, puberty and reason, the second there is no element of coercion in the transaction. Third, the Islam of the person who buys the Qur'an. And lastly, people hostile to Islam cannot buy and sell goods and weapons of war such as swords, spears and the like. There are thirteen shighat requirements in a transaction including khitaab (conversation), the seller's conversation must be directed to the buyer, the qabul statement must be made by the person named in the ijab notice, and so on.

Finally, there are five conditions for the goods to be transacted, namely that they must be

clean, the object is religiously useful, the object can be handed over, the object is one's own property or representative of the owner of the object, and finally the nature, quantity and nature of the object are known to both parties to the transaction.

- d. The terms of sale and purchase in the Hanbali Madzhab** are eleven conditions which are grouped into the terms of the transaction actor, shighah, and the terms of goods. There are two requirements for transaction actors, the first Ar-Rusyd (maturity of mind), and the pleasure of the two transaction actors. Furthermore, there are shighah conditions, there are three, namely ijab and qabul occur in one place, between ijab and qabul there is no rejection, and the transaction is not temporary. Finally, there are six conditions for goods, including valuable or valuable goods, own property, goods can be handed over, goods can be known and seen, prices are clearly stated, and there is no usury.

The activity of buying and selling or Al-Ba'i can be seen from several aspects. From a legal point of view, there are two types of buying and selling, namely legitimate buying and selling and buying and selling that are void in the eyes of the law. Regarding the object used as the object of buying and selling, Imam Taqiyuddin emphasized that buying and selling is divided into three forms: buying and selling visible goods, buying and selling whose properties are mentioned in the promise and buying and selling goods that are not in the place of contract. Buying and selling visible objects is when making a contract to buy and sell goods that are traded in front of sellers and buyers, a form of buying and selling goods that looks very common in the community and is allowed to be carried out, for example like buying rice in the market. The second, buying and selling whose characteristics are mentioned in the contract is called buying and selling greetings (orders), greetings are generally used for buying and selling, both cash and non-cash, greetings are an agreement where the delivery of goods is delayed for a certain time at the price agreed at the time of the agreement. Finally, buying and selling ma'dum, which is buying and selling whose goods do not exist and cannot be seen (Muchtar, 2017), buying and selling like this is forbidden by Islam because the goods being traded are uncertain, so it

is feared that the purchase of these goods will be obtained by theft or entrustment that will cause losses from the parties (Arifin, 2010). At the same time, the purchase of unclear goods with the aim of harming or destroying one's property is certainly not allowed. So the sale of shallots and carrots and other agricultural products in the land is canceled by Sharia rules because it is an act that contains elements of gharar. From Abu Hurayrah, he said:

نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ الْخَصَاةِ
وَعَنْ بَيْعِ الْغَرَرِ

The means: "*The Prophet sallallahu 'alaihi wa sallam forbade the buying and selling of hashoh (the result of throwing pebbles, that is what is bought) and forbade the buying and selling of gharar (containing elements of obscurity)*" (HR. Muslim no. 1513).

Islam as a religion with a vision of justice rejects the practice of buying and selling gharar. The practice of gharar is uncertainty in business transactions that results in the non-fulfillment of sharia provisions in the transaction (Farikhin & Mulyasari, 2022). Apart from potentially harming the parties directly involved, the presence of gharar also disturbs the community. Indirectly can hamper the development of the country's economy (santosa & muttaqin, 2015). Gharar which is prohibited in general according to Ibn Ja'I Maliki, namely: Cannot be handed over, such as selling baby animals that are still in parent content. Second, the price and the goods are not known, the nature of the goods or the price is not known, the size of the goods and the price are not known. Third, the future is unknown. Fourth, value twice on an item. Fifth, buying and selling business, for example the buyer holding a stick if the stick falls is obliged to buy, finally, buying and selling munabadzah, namely buying and selling by throwing, buying and selling mulasamah, when wiping clothes or cloth it is obligatory to buy it (Madjid, 2016). However, the community does not yet understand the importance of good sale and purchase contract according to Islam in daily life. This probably due to the lack of knowledge of good trading contracts according to Islamic teachings. The problems that will be considered are related to the price, weight and quality of goods (Abu Bakar et al., 2022).

3. RESEARCH METHODS

This study places the researcher as the main instrument, so that the researcher is directly in the middle of the subject under study to collect data by observing and interviewing data sources (Sugiyono, 2016). As the main research instrument, the researcher is in the middle of the research subject (Moleong, 2017), namely the practice of ngijo that develops in the community of Sambongrejo Village and makes observations on the practice of ngijo and how the sharia economic views are on this practice. In practice, the research was conducted using a descriptive qualitative research approach, with the aim that the discussion becomes more directed, systematic and objective. The researcher tries to understand in depth from all the data obtained and can later be translated or in terms of the findings obtained from interviews and observations of data sources, namely sources and practitioners of ngijo practice in Sambongrejo Village, Gondang District, Bojonegoro Regency, which will be used as an indicator of the development of the ngijo practice. The indicators obtained will be used as benchmarks for making instruments such as questions in the interview concept, the results of which will then be analyzed. The analysis process is intended to produce the final conclusion of the research process.

4. RESULT AND DISCUSSION

4.1. Research Result

General Description of Sambongrejo Village

With a population of more than six thousand people with the majority of the population working as farmers, it shows that agricultural products have an important role in supporting the economic stability of the Sambongrejo village community. Besides having fertile land, in fact the illiteracy rate is still very high in this village, the average population aged 50 years and over still many cannot read and write, and for the average level of high school education and not many who continue to college so that early marriage is still common in Sambongrejo village. The stereotype of the community that thinks that school is expensive makes interest in continuing school still low, this also triggers the low interest in public literacy about Islamic law. From the results of field observations carried out as many as 98% of the total population of 5230 people are Muslims, so that many regular recitations and recitations are carried out every Monday and Friday. The level of enthusiasm of the community to participate in recitation by local

religious leaders is indeed quite high, but in the studies carried out the most topics raised are the topics of family welfare, zakat, prayer, fasting and other general topics that discuss daily activities. So that the level of public understanding of sharia is only limited to what is conveyed by local religious leaders. The delivery of topics that discuss ngijo is still difficult to discuss because it has been cultured ngijo by the surrounding community, making it difficult to convey the rules of sharia.

Ngijo Practice in Sambongrejo Village

Agriculture is the sector that absorbs the most labor, but results that cannot be obtained immediately and have to wait for months cause the unfulfillment of farmers' living needs. One of the solutions chosen by farmers in the surrounding area to be able to meet it is to practice ngijo. Ngijo is buying and selling involving borrowers of money or goods (farmers) with people who lend money (middlemen, shop owners) at a price that is cheaper than the market price (selling price in general) and in practice pricing and other provisions are carried out at the beginning of the order. The implementation of ngijo practice in Sambongrejo village is divided into two commodities, namely, seasonal commodities (rice and corn) and annual commodities (porang).

The practice of ngijo with seasonal commodities is carried out by handing over goods from shop owners to farmers consisting of goods needed for growing crops then also determined the price of the goods owed by farmers and the price of crops that will be handed over when they have entered the harvest period so that there is a price monopoly carried out by shop owners on price determination.

While in annual commodities or in porang plants, price monopoly is carried out by porang farmers. This happens because the supply of porang seeds is still small in the market but the demand for seeds is quite high. So to be able to get seeds sold by porang farmers at harvest time, someone must do ngijo practice by spending money worth the desired number of goods. The price determination is agreed by both parties with the price offered by farmers, with the average price offered lower than the price of porang seeds last year. In the harvest period that occurs about 7 to 9 months from the ngijo practice period, there can be a risk of loss borne by the buyer due to the unstable price of porang seeds, it could be that the market price during the harvest period is cheaper than the price purchased

at the time of ngijo. However, the risk of loss that can be experienced does not discourage the public from doing ngijo practice, even ngijo practitioners increase every year because the conditions proposed are quite easy, done with known people, the provision of goods is carried out at the beginning of the agreement, money is received in cash, and payment in the form of crops or money is made when it is harvested.

Porang (*Amorphophallus oncophyllus* Prain) is the only type of ancient plant. This plant is a shrub (herbaceous) that can grow in tropical and sub-tropical environments. Porang can live and grow under trees, making it suitable for use as interstitial crops among types of woody plants or trees that are integrated with agroforestry systems. Porang cultivation is an effort to diversify the food and raw material industry in order to increase the level of Indonesian commodities that can be exported (Sari & Suhartati, 2015).



Figure 1: Porang Seeds

Source: Personal Documentation

In general, the people of Sambongrejo Village sell porang in the form of tubers and seeds or local residents call it wineh. In 2017, porang began to be in demand again by the community to be planted in plantation fields. Porang plant care is fairly easy, does not require expensive maintenance costs and has a high selling value which causes high enthusiasm of the community to cultivate porang plants. The high enthusiasm of the surrounding community to plant porang is what influenced the increase in the use of ngijo practice in 2017 and is stable until now. The implementation of ngijo practices on porang plants generally only occurs on seedlings, so the practice is only carried out to neighbors who need porang seeds while the tubers themselves are directly sold to

collectors. In the implementation practice, farmers who have porang that have grown aged 1 to 3 years and have produced seeds offer ngijo porang to neighbors in need, but there are also some cases that happen the other way around, namely neighbors offer the implementation of ngijo practices to farmers, then from both parties several provisions will be agreed such as provisions for the number of porang seeds transacted, quality of seedlings (wet or dry), price and other conditions.

4.2. Discussion

Ngijo has been trusted for generations and has become one of the financing solutions for local communities when they do not have the capital to start the farming process when the planting season has arrived. The practice of ngijo is buying and selling carried out by farmers with a second party to obtain planting capital that will be used for the needs of the planting and care process until the harvest takes place. In practice, Sambongrejo villagers usually use corn and rice as well as porang as objects of practice and the period is set seasonally or within four months. Buying and selling with ngijo practice is an agreement based on full trust between both parties in the hope that things do not happen that can harm each other and both parties can take advantage of the implementation of the practice.

At the time of the initial contract implementation, when the capital owner gives a cash payment to the farmer for the porang seeds he wants, then at that time the capital owner gives his full trust to the farmer where the farmer promises to give the porang seeds that have been approved by the agreement. Similarly, corn farmers hope that capital owners can keep the agreement agreed at the beginning without any price changes that can harm corn farmers. Although in the practice of ngijo any form of goods can be used as an object of practice agreement, because the majority of Sambongrejo villagers work as farmers, the local community seems to have established a law that only agricultural crops can be used as objects of implementation of ngijo practices.

The practice of ngijo in Sambongrejo village also has similarities with the practice of ngijo bricks in Tanah Bumbu. In Tanah Bumbu district, ngijo practice is used as a brick ordering contract (Bahri et al., 2018). The difference between the two is that if in Tanah Bumbu bricks are used as ngijo objects, then in Sambongrejo village agricultural plants are used as

objects. Another difference can be seen from the goods handed over by the capital owner or orderer, in Tanah Bumbu only cash is used as a means of payment at the beginning while in Sambongrejo village the initial payment is not only in the form of money, it can be by providing fertilizers, seeds, drugs and so on in accordance with the agreement agreed by both parties.

In addition to the ngijo practice in Tanah Bumbu, there is also another practice that has similarities with the ngijo practice in Sambongrejo Village, namely the ijon practice which is often carried out by some residents of Tempuran, Paron, Ngawi villages. The mechanism for implementing the ijon practice is quite similar to ngijo, where when rice is not ready to be harvested, there is a sale and purchase transaction between farmers and sellers. The difference lies in the payment system. In the ijon practice in the Ngawi area, payments are made with a manager system, where sellers give a certain amount of money as an initial payment (Down Payment) to farmers (Danari, 2016). Meanwhile, payment is made in cash and in full at the beginning when the contract takes place. And another difference lies in the types of varieties that are more varied in the ngijo practice in Sambongrejo village compared to the ijon practice in Ngawi which is limited to rice plants only.

The implementation of ngijo practice basically only involves the parties concerned, namely farmers and capital owners, it is based on the principle of kinship or mutual trust between each other. So it is not surprising that in its implementation there are minimal events that harm one party, but it still does not rule out the possibility that losses will still occur because the purpose of buying and selling activities is to seek their own benefits so that it is still possible for one party to reduce or increase prices with the aim of seeking profits. So to avoid this, both parties must selectively choose partners in transactions. Although it is not determined when the period of ngijo practice is, as it has been determined and agreed by the community that the time limit for the implementation of ngijo practice is for a period of four months or the local community calls it seasonal (one season equals four months). One of the reasons for the preservation of the ngijo tradition in Sambongrejo village is because of the minimal risk of loss.

For decades, people side by side with this tradition have never had a negative impact that caused them to be deterred or deterred by this practice. However, ngijo is only done when the situation is

urgent during the planting season, which causes inevitably farmers to have to find additional funds to be able to participate in planting when the planting season arrives. So they feel good about carrying out ngijo practices, in fact, ngijo is considered a great help that helps farmers when economic conditions are less stable. According to one source, there was a time when agricultural results were not as good as usual but this did not necessarily cause large losses until farmers were in debt, this situation only affected the money received by farmers was reduced but the debt owned could still be paid off from the unsatisfactory harvest.

The practice of ngijo has existed and developed since ancient times so that it has been considered a culture that is still being carried out today. The practice of ngijo has long been considered the best solution for farmers who are experiencing economic difficulties, this is due to the low risk of loss and the potential for stable development of agricultural products. If initially farmers do not have the capital to start farming with the practice of ngijo, farmers will get financing until commodities can be harvested. After paying the debts he has, farmers still have remaining crops that can be developed so that in the future they will not depend on other parties anymore. Therefore, it can be said that the economy has become an important part of living a life, in order for life to run stably and sufficiently, humans must strive in the economic field.

Islam has taught economics to its people which is different from conventional economic activities. In sharia economics there are rules of Islamic teachings in the hope of blessings of the world and the hereafter. While conventional economics aims to obtain the maximum profit, of course, this is contrary to religious teachings that teach to always share and help each other. Islam never forbids buying and selling in any kind as long as it is in accordance with Islamic rules. Trade that is prohibited in Islam is trade that contains elements of fraud, gharar, usury, tadlis and harms each other. As Allah SWT says. in the Qur'an Surah An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ
تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ
رَحِيمًا ﴿٢٩﴾

The means: "O ye who believe! Squander not your wealth among yourselves in vanity, except it be a

trade by mutual consent, and kill not one another. Lo! Allah is ever Merciful unto you."

From the Qur'an Surat An-Nisa above, it can be known that the implementation of muamalah containing riba is prohibited in Islam. People who are accustomed to usury, will live in fear, do not have a calm mind, they are always confused, and are in uncertainty because their minds and hearts are attached to the material and the way it is added. The essence of buying and selling and usury is not the same because buying and selling benefits both parties (buyers and sellers), while riba harms one party and benefits the other. As Muslims who always expect the mercy of Allah SWT. So we should stay away from what is prohibited by sharia law, one of which is by staying away and not doing economic activities that have riba in it.

Sambongrejo Village, which is 98% of the total population of 5230 Muslims, must certainly be guided by Islamic principles in carrying out daily economic activities. This also applies to the implementation of ngijo practices in the village. The practice of ngijo must be studied so that it is known the law of implementation of practice in Islam which can later be used as material for study and public education in avoiding riba and Islamic religious prohibitions. The practice of ngijo is not an absolute solution to the community, but the practice is considered as one of the solutive solutions in the midst of urgent circumstances that are being experienced by farmers. However, in practice ngijo has some discrepancies with the Sharia rules governing buying and selling.

Basically, buying and selling is part of the muamalah that is allowed or halal in Islam. The fuqaha say that the original law of buying and selling is mubah (permissible) unless there are things that can invalidate its ability (Danari, 2016). Sharia muamalah in Islam has been regulated to always be built on clarity, clarity means that it is clear in prices, goods and contracts and avoids speculative or unclear trade (gharar). This is because the gharar element can have the opportunity to harm one party or even both of them which has the potential to cause internal conflicts or disputes. From Abu Hurayrah, he said:

بَيَّعَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ الْحَصَاةِ وَعَنْ

بَيْعِ الْغَرَرِ

The means: "*The Prophet sallallahu 'alaihi wa sallam forbade the buying and selling of hashoh (the result of throwing pebbles, that is what is bought) and forbade the buying and selling of gharar (containing elements of obscurity)*" (HR. Muslim no. 1513).

Imam An-Nawawi explained that the purpose of this hadith is that the prohibition of buying and selling gharar is one of the main principles in the Shari'a trade. Therefore Imam Muslim takes precedence over other hadiths related to buying and selling or trading. The forms of buying and selling gharar are very diverse ranging from traditional to modern and from the forms of buying and selling that contain gharar and are clearly prohibited in a history is Ijon whose practice is similar to ngijo.

From the companions of Annas bin Malik r.a that the Prophet SAW forbade the sale of fruits (plant products) until aging. The Companions asked: "What does it mean to have aged?" he replied: "When it is red" then he said: "If Allah hinders the harvest of these fruits (crop failure), then for what reason do you eat your brother's property?"

From the above hadith it can be concluded that the Prophet (peace be upon him) forbade trade that contained gharar or obscurity. The wisdom of the prohibition of trade containing gharar is to safeguard the property of others and avoid disputes and hostilities arising from fraud and betting. So it is clear that Islam forbids the element of gharar because it can cause conflict and mudharat in the future. Thus, apart from the benefits of ngijo, ngijo in the case of buying and selling in Sambongrejo Village is included in buying and selling prohibited by religion based on the hadith because of the buying and selling transactions that occur before agricultural commodities are suitable for harvest or the goods are not clear.

In addition to the lack of clarity in goods that can cause usury, there are also negative things found from the ngijo practice in Sambongrejo Village, namely price determination that is only carried out by investors, both middlemen, shops and individuals. When the transaction takes place, only the financier has the right to determine the price and offer it to farmers, so inevitably farmers still accept these provisions because they are pressed by needs. So that the price imposed is quite expensive for the goods given to farmers and cheap for the crops sold by farmers. For example, the market price of corn seeds

should be Rp. 75,000, but for the price of ngijo farmers have to pay Rp. 90,000 at the time of harvest, while for farmers' crops it is priced at Rp. 3,200 per kilogram of corn, with the market price at that time Rp. 3,750 per kilogram. From this example, it can be seen that the practice of ngijo is full of usury elements, starting from the vagueness of the goods traded and arbitrary price determination carried out by capital owners.

The procedures for implementing ngijo practices in Sambongrejo Village are included in transactions prohibited by Islam, although in some cases ngijo also provides benefits for farmers, especially providing capital in urgent circumstances, but the prohibition in Islam cannot be separated from the mudharat that will result. The prohibition is because there are several things prohibited in Islamic law, namely:

a. Gharar time of submission

In ngijo transactions carried out in Sambongrejo village, there is uncertainty in the time of delivery of goods. This can happen because it is not agreed when and where the harvest will be delivered. The planting period of rice and corn commodities generally lasts for four months, for porang commodities it is generally 8 to 9 months but it is possible that the harvest time is delayed due to climatic conditions and extreme weather conditions that can cause delays in the process of handing over crops. This can cause discomfort or even loss experienced by one of the parties.

b. Gharar in quality

This uncertainty in quality can occur because in the process of handing over porang commodities, goods are put into sacks, making it difficult to identify the form and quality of the porang transacted. As for rice and corn commodities, the crops that are valued expensively are dry and good quality crops, but if there is a continuous rainy season farmers also have difficulty being able to dry goods or there is even a possibility that goods will be ploughed with dried ones to deceive middlemen. This can cause losses for middlemen because they do not get the proper harvest and harm farmers because they have to spend extra energy to meet the demand of middlemen in the quality of goods transacted.

c. Tadlis price

The mechanism for implementing ngijo practices in Sambongrejo village shows that there

is absolute power possessed by one party. In rice and corn commodities, price tadlis is carried out by shop owners who determine all prices of goods transacted, while in porang commodities, price tadlis is carried out by farmers who have porang seeds that are still difficult to find in the market.

The practice of ngijo in Sambongrejo village has a good purpose, which is to help each other. However, there are some people who take advantage of the situation by making the maximum profit, both middlemen who give low prices to farmers in need and farmers who give high prices to porang plants that are still scarce. So it can be ascertained that the implementation of ngijo practice can cause risks borne by one party or both parties in the future. The prohibition of ngijo in sharia cannot be separated from the mudharat that will be caused. The prohibition is because there are several things that are prohibited from being done in the Shari'a, namely usury, gharar at the time of delivery of goods, gharar in quality and price tadlis. Therefore, the review of ngijo practice in Sambongrejo Village based on the Quran, As-Sunnah and Muamalah Fiqh rules prohibits ngijo practice from continuing to be carried out in the community.

5. CONCLUSION

According to the Islamic economic point of view, the practice of ngijo is not justified in Islamic sharia and is not valid according to the provisions of fiqh muamalah. This is due to the gharar in the quality of goods and gharar in the time of delivery of goods in the transaction. The existence of gharar in transactions can cause losses in the future due to uncertainty about the form of goods and their quality. Because in the process of handover, the goods are put into sacks which complicates the process of identifying the shape and quality of the goods. Secondly, it is not known when exactly the goods can be delivered (gharar within the time of delivery of goods). Unpredictable weather and seasons can cause delays in the process of handing over goods. Finally, there is tadlis in determining the price of goods transacted. This is because of the monopoly carried out by one party in determining prices to take large profits and harm the other party.

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