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# The Relevance Of Islamic Law To The Transfer Of Clothing Installment Payments Using Rice

(Case Study: Kelurahan Sipolu-Polu)

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**Abstrak:** Ba'i al-Muajjal is a sale and purchase contract in which payment is deferred until a specified time agreed upon by the parties. In practice, the seller delivers the goods to the buyer first, while payment is made on credit, either with or without a down payment. This study is motivated by the practice of transferring installment payments for clothing purchases in Sipolu-polu Village, where the initial agreement required payment in cash, but in its implementation, part of the installment payment was substituted with rice as a means of payment. This study aims to analyze the practice of transferring clothing installment payments into rice payments and to examine its conformity with Islamic law. The research employs a field research method with a qualitative approach. Data were collected through observation, interviews, and documentation involving the parties engaged in the transaction. The findings indicate that the transfer of installment payments from money to rice occurred because buyers experienced difficulties in fulfilling their payment obligations in cash according to the original agreement. The transfer was carried out based on mutual agreement and willingness of both parties without any element of coercion. From the perspective of Islamic law, the practice of substituting installment payments with rice is permissible because it contains elements of public benefit (maslahah), is conducted based on the principle of mutual consent (an-taradhin), and does not cause harm to either party. Furthermore, the transaction fulfills the pillars and conditions of sale and purchase as prescribed in Islamic law. Therefore, the practice of transferring clothing installment payments into rice in Sipolu-polu Village can be considered consistent with the principles of Islamic law.

**Keyworld:** Ba'i al-Muajjal, transfer of payment, Islamic law

## INTRODUCTION:

Islam is a religion that regulates all aspects of human life, both those related to the relationship between humans and Allah SWT (*ḥabl min Allāh*) and the relationship among human beings (*ḥabl min al-nās*). In human interactions, Islam provides guidance through the principles of *muʿāmalah*, which regulate various economic activities, such as buying and selling, debts and receivables, leasing, and other forms of transactions. These regulations aim to promote justice, achieve public benefit (*maṣlaḥah*), and prevent practices that may cause harm or disadvantage to either party.(Manan, 2012)

. In principle, Islamic commercial law (*fiqh al-muʿāmalāt*) permits transactions (*al-aṣlu fī al-muʿāmalāt al-ibāḥah*) as long as there is no evidence prohibiting them. A legal maxim in Islamic jurisprudence states:

**الأصل في المعاملات الإباحة إلا أن يدل دليل على تحريمها**

**Meaning:** *"The basic principle governing all forms of muʿāmalah is permissibility unless there is evidence indicating that they are prohibited."*

This principle is in accordance with the word of Allah SWT in **Q.S. An-Nisā' (4:29):** *"O you who have believed, do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent among you..."*

The verse emphasizes that every transaction must be based on the mutual consent of both parties (*an-tarāḍin*) and must not contain elements of injustice or fraud. One form of transaction that has developed in society is buying and selling on credit or by installments, which in *fiqh muʿāmalah* is known as *Bayʿ al-Muʾajjal*

From the perspective of Islamic law, *muʿāmalah* activities are generally permissible as long as they do not contain elements that contradict Islamic principles. Arianti et al. explain that the basic principle governing *muʿāmalah* activities is permissibility, meaning that the development of various forms of economic transactions within society may be accepted provided that they continue to uphold public benefit (*maṣlaḥah*) and the objectives of Islamic law (*maqāṣid al-sharīʿah*).(Arianti et al., 2025)

*Bayʿ al-Muʾajjal* refers to a sale contract in which payment is deferred until a specific time agreed upon by the seller and the buyer. Under this contract, the buyer receives the goods first, while payment is made either in installments or in a lump sum at the predetermined time. The majority of Islamic scholars permit credit sales as long as the price, payment period, and object of the transaction are clearly known and agreed upon by the contracting parties.(Az-Zuhaili, 2005)

The legal basis for the permissibility of transactions involving deferred payment can be found in the word of Allah SWT in **Q.S. Al-Baqarah (2:282)**, which explains the importance of recording debts and receivables in order to safeguard the rights and obligations of each party. This verse demonstrates that Islam recognizes transactions in which payment is made at a future date, provided that they comply with the principles of justice and legal certainty.

In community life, credit sales are frequently used to fulfill economic needs, particularly by people with limited financial capacity. This condition is also found among the people of Sipolu-polu Urban Village. Some members of the community purchase clothing on credit because of their inability to make payment in cash. Therefore, the credit system is considered helpful in meeting clothing needs without requiring buyers to provide the entire amount of funds at the time of the transaction.

The practice of fulfilling payment obligations using rice is essentially related to the practice of exchanging goods that has long been recognized in community life. Arianti et al. note that the agrarian society of Minangkabau has traditionally practiced barter using agricultural products, including rice, to meet various needs. This demonstrates that rice is not viewed merely as a food commodity but can also function as an asset with economic value within the social relations of the community.(Arianti et al., 2025)

In practice, credit-based clothing transactions in Sipolu-polu Urban Village are conducted based on an agreement between the seller and the buyer concerning the price, installment amount, and payment period. At the beginning of the contract, payment is agreed to be made in money as a lawful and generally accepted means of payment in buying and selling transactions. However, during the implementation of the agreement, a practice has emerged whereby installment payments are changed from money to rice.

This change in the method of payment generally occurs because buyers experience economic difficulties and are unable to fulfill their installment obligations in cash as agreed at the beginning of the contract. As an alternative solution, the buyer offers to make payment using rice, the value of which is adjusted to the remaining amount of debt based on the prevailing market price of rice. For example, if a buyer has an outstanding debt of IDR 80,000, the payment is made by handing over an amount of rice equivalent in value to that nominal amount.

This phenomenon is interesting to examine because, on the one hand, there is a change in the method of payment from that initially agreed upon in the contract. From the perspective of *fiqh muʿāmalah*, any alteration to the substance of a contract must take into consideration the principle of mutual consent between the parties, clarity of the exchange value, and the absence of elements of *gharar* (uncertainty), *riba* (usury), or injustice.(Mardani, 2019) On the other hand, this practice may also be viewed as a form of debt settlement that provides convenience (*taisīr*) for parties experiencing economic difficulties, provided that it is carried out based on mutual agreement and does not harm either party.

Based on the author's preliminary observations, the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village has become one of the alternatives used by members of the community to settle their credit payment obligations. Nevertheless, there are still differing views regarding the conformity of this practice with the principles of Islamic law, particularly because of the change in the means of payment from money to a commodity in the form of rice.

Therefore, further research is necessary to analyze how the practice of changing clothing installment payments to rice is implemented and how relevant it is to the provisions of Islamic law. This research is important to provide a more comprehensive understanding of the *muʿāmalah* practices developing within the community and their conformity with Islamic principles.

## METHODOLOGY

This study employs a qualitative research method with an empirical juridical approach. The empirical juridical approach is used to examine the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village and to analyze its conformity with the principles of Islamic law. A qualitative research method was selected because it provides an in-depth understanding of social phenomena occurring within the community through direct observation of the research object and interaction with informants involved in the practice.(Fadli, 2021)

The research was conducted in Sipolu-polu Urban Village, Panyabungan District, Mandailing Natal Regency, North Sumatra. The research location was selected because of the existence of a practice among local residents whereby clothing installment payments are changed from money to rice. The research was conducted from January to March 2026, covering the stages of observation, data collection, data analysis, and preparation of the research report.

The data sources in this study consist of primary and secondary data. Primary data were obtained directly from clothing sellers and buyers who engage in installment transactions involving the change of payment to rice. Secondary data were obtained through a literature review, including the Qur'an, Hadith, books on *fiqh muʿāmalah*, Islamic economic law literature, scientific journals, and previous studies relevant to the research topic.(Sugiyono, 2023)

The data collection techniques used in this study include observation, interviews, and documentation. Observation was conducted by directly examining the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village. Through observation, the researcher obtained an overview of the transaction process, the agreements made between the parties, and the payment mechanism applied.(Hasanah, 2016)

Furthermore, in-depth interviews were conducted with sellers, buyers, and other parties familiar with the practice. The interviews aimed to obtain information regarding the background of the change in payment method, the reasons for using rice as a means of payment, and the parties' views concerning the practice. The interview technique was selected because it enables the researcher to obtain more detailed and in-depth information based on the informants' experiences.(Rosaliza, 2015)

In addition, this study employed a documentation technique. Documentation was carried out by collecting transaction records, payment receipts, photographs of research activities, and other documents related to the research object. The documentation technique served as supporting data to strengthen the findings obtained from observations and interviews.(Kurniawan, 2018)

Data analysis was conducted using descriptive qualitative analysis based on the interactive model of Miles and Huberman, which consists of three stages: data reduction, data display, and conclusion drawing/verification. Data reduction involved selecting and simplifying data relevant to the research focus. The data were then presented in narrative form to facilitate the researcher's understanding of the relationships among the data. The final stage involved drawing conclusions based on the results of the analysis, which were continuously verified throughout the research process.(Miles et al., 2020)

In analyzing the issue from the perspective of Islamic law, the researcher employed a normative approach by examining sources of Islamic law, including the Qur'an, Hadith, principles of Islamic jurisprudence (*qawāʿid fiqhiyyah*), and the opinions of Islamic scholars concerning credit sales **(***Bayʿ al-Muʾajjal***)** and debt settlement through a change in the method of payment. The results of the normative analysis were subsequently compared with the practices observed in the field to determine their relevance and conformity with the principles of Islamic law.(Az-Zuhaili, 2005)

To ensure data validity, this study employed source triangulation and method triangulation. Source triangulation was conducted by comparing information obtained from various informants, while method triangulation was conducted by comparing the results of observations, interviews, and documentation. Through these techniques, the data obtained are expected to have a high level of credibility.

## RESULT AND DISCUSION:

### 1. The Practice of Changing Clothing Installment Payments to Rice in Sipolu-polu Urban Village

Based on the results of interviews with the informants, it was found that the practice of changing clothing installment payments to rice was not stipulated in the initial agreement. At the time of the transaction, the seller and the buyer agreed that the installment payments would be made in cash according to the predetermined amount and payment period. However, in practice, some buyers experienced economic difficulties and were therefore unable to fulfill their payment obligations in cash when the installments became due.

This condition prompted buyers to offer an alternative form of payment in the form of rice, the value of which was adjusted to the remaining amount of debt. The change in the method of payment was made after communication and mutual agreement between the seller and the buyer. Thus, the use of rice as a means of payment was not part of the initial contract, but rather an agreement that emerged after the transaction had been implemented.

This was stated by Mrs. Dahliana (45 years old), who explained that the change in payment to rice occurred when buyers did not have sufficient money to pay their installments. Under such circumstances, the buyer informed the seller of their intention to replace the cash payment with rice so that the installment obligation could still be fulfilled.

This statement was also supported by Mrs. Tijah and Mrs. Nur Halimah NST, who are clothing sellers. According to them, there was initially no agreement concerning payment using rice. However, when buyers experienced economic difficulties, the sellers were willing to accept payment in the form of rice, provided that its value corresponded to the amount of debt that had to be paid. The quantity of rice delivered was determined based on the prevailing market price and the quality of the rice provided by the buyer.

Based on the information provided by the informants, it can be understood that the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village occurs primarily due to the economic circumstances of community members, some of whom experience difficulties in providing cash when installment payments become due. Therefore, rice is used as an alternative means of payment that is considered helpful for buyers in fulfilling their obligations without depriving sellers of their right to receive payment for the goods that have been sold.

In addition to economic factors, this practice has also become a customary practice known within the local community. According to the Head of Sipolu-polu Urban Village, the practice of changing payment to rice does not occur only in clothing transactions but is also found in credit transactions involving other household goods. This condition indicates that the practice has developed as one form of settling payment obligations that is adapted to the social and economic conditions of the local community.

Thus, the research findings indicate that the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village occurs because some buyers are unable to pay their installments in cash as stipulated in the initial agreement. The change in the method of payment is carried out based on mutual agreement between the seller and the buyer after the initial contract has been concluded, with the aim of ensuring that the payment obligation can still be fulfilled without causing harm or loss to either party.

## 2. The Relevance of Islamic Law to the Practice of Changing Clothing Installment Payments to Rice in Sipolu-polu Urban Village

Islamic law is a set of rules derived from the Qur'an, Hadith, ijmaʿ (scholarly consensus), and qiyas (analogical reasoning), which aim to achieve the welfare and benefit of humankind both in this world and in the Hereafter. In the field of muʿāmalah, Islam grants people the freedom to engage in various forms of transactions as long as they do not contradict Islamic principles, such as justice, mutual consent between the parties, honesty, and freedom from elements of riba (usury), gharar (uncertainty), and injustice.

One form of transaction recognized in fiqh muʿāmalah is Bayʿ al-Muʾajjal, namely a sale in which payment is deferred until a specific time agreed upon by the parties. Under this contract, the seller delivers the goods to the buyer first, while payment is made either in installments or at a predetermined time. This system is permissible in Islam as long as it fulfills the pillars and conditions of a valid sale.

Based on the research findings, the practice of purchasing clothing through installment payments among the people of Sipolu-polu Urban Village fulfills the essential elements of a sale contract, namely the existence of the seller and buyer (al-ʿāqidain), the object of the sale (maʿqūd ʿalayh), the price (thaman), and the agreement or contract (ījāb wa qabūl) between both parties. Furthermore, the price of the goods, payment period, and installment mechanism were clearly known and agreed upon by the seller and buyer from the beginning of the transaction.

The permissibility of buying and selling in Islam is affirmed by Allah SWT in Q.S. Al-Baqarah (2:275):

وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰوا

Meaning: *"Yet Allah has permitted trade and forbidden usury."*

This verse indicates that, in principle, every form of buying and selling is permissible as long as it does not contain elements prohibited by Islamic law.

Based on the results of interviews with the informants, it was found that the change in installment payments from money to rice occurred because some buyers experienced economic difficulties and were therefore unable to fulfill their payment obligations in cash as agreed upon at the beginning of the contract. Under these circumstances, the buyers requested that the sellers allow the payment to be replaced with rice, the value of which was adjusted to the remaining amount of the outstanding debt.

From the perspective of Islamic law, this change in the method of payment can be understood as a new agreement (*tarāḍin*) arising from the needs and circumstances experienced by the buyer. The change was made based on the mutual consent of both parties without any element of coercion. The seller agreed to accept payment in the form of rice, while the buyer obtained greater convenience in fulfilling the outstanding obligation.

The principle of mutual consent in *muʿāmalah*, as explained in **Q.S. An-Nisāʾ (4:29):**

اِلَّآ اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ

**Meaning:** *"Except in lawful trade conducted by mutual consent among you."*

Based on this verse, a transaction may be considered valid when it is carried out with the agreement and mutual consent of the parties involved. In the practice occurring in Sipolu-polu Urban Village, the change in payment to rice is carried out through mutual agreement and does not result in objections from either the seller or the buyer.

Furthermore, this practice also embodies the value of *taʿāwun* (mutual assistance), as commanded in **Q.S. Al-Māʾidah (5:2):**

وَتَعَاوَنُوْا عَلَى الْبِرِّ وَالتَّقْوٰى

Meaning: *"And cooperate with one another in righteousness and piety."*

The seller provides relief to buyers experiencing economic difficulties, while the buyers continue to make efforts to fulfill their obligations by handing over rice equivalent in value to their outstanding debt. Thus, the practice is not intended to avoid debt repayment, but rather serves as an alternative means of settling the obligation based on mutual agreement.

Based on the research findings, there were no elements of *riba* (usury), fraud (*tadlīs*), *gharar* (uncertainty), or exploitation found in the practice of changing the payment method. The value of the rice used as payment is adjusted to the prevailing market price at the time of the transaction, thereby preventing harm or unfairness to either party.

Therefore, the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village can be considered relevant to the principles of Islamic law. This is because the transaction is carried out based on mutual agreement, contains an element of public benefit (*maṣlaḥah*), does not harm either party, and continues to fulfill the pillars and conditions of sale and purchase as established in *fiqh muʿāmalah*.

Thus, the researcher concludes that the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village is permissible under Islamic law, provided that it is carried out with the mutual consent of both parties, the quantity and value of the rice delivered are clear and equivalent to the amount of debt to be paid, and the transaction does not contain any elements contrary to Islamic principles. This conclusion demonstrates that the practice constitutes a form of debt settlement oriented toward public benefit (*maṣlaḥah*) and reflects the value of mutual assistance (*taʿāwun*) taught in Islam.

## CONCLUTION AND RECOMENDATION

Based on the research findings and discussion concerning The Relevance of Islamic Law to the Practice of Changing Clothing Installment Payments to Rice in Sipolu-polu Urban Village**,** the following conclusions can be drawn:

1. The Practice of Changing Clothing Installment Payments to Rice in Sipolu-polu Urban Village

   The practice of purchasing clothing through installments among the people of Sipolu-polu Urban Village uses the *Bayʿ al-Muʾajjal* system, namely a sale with deferred payment according to a period agreed upon by the seller and the buyer. At the beginning of the contract, the installment payments were agreed to be made in money. However, in practice, some buyers experienced economic difficulties and were unable to fulfill their payment obligations in cash when the installments became due. To address this situation, buyers requested to change the method of payment to rice, the value of which was adjusted to the remaining amount of debt based on the prevailing market price of rice. The change in payment was carried out based on mutual agreement between the seller and the buyer, without any element of coercion by either party

2. The Relevance of Islamic Law to the Practice of Changing Clothing Installment Payments to Rice in Sipolu-polu Urban Village

   From the perspective of Islamic law, the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village is, in principle, permissible, because it is carried out based on the mutual consent (*an-tarāḍin*) of both parties and aims to provide convenience to buyers experiencing economic difficulties. The practice also embodies the values of *taʿāwun* (mutual assistance) and *maṣlaḥah* (public benefit). Furthermore, no elements of *riba* (usury), *gharar* (uncertainty), fraud, or injustice were found in its implementation. The value of the rice used as payment is also clearly determined and adjusted to the amount of debt that must be paid, thereby preventing losses to either party.

   Therefore, the practice of changing clothing installment payments to rice in Sipolu-polu Urban Village can be considered relevant to and consistent with the principles of Islamic law, provided that it is carried out based on mutual agreement, transparency, and fulfillment of the pillars and validity requirements of the contract (*ʿaqd*) according to *fiqh muʿāmalah.*

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