

SALAM AGREEMENT IN FIQIH MUAMALAH

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Abstract: This study aims to analyze the concept of salam sale and purchase in muamalah fiqh and its application in modern economic practices, especially in the agribusiness and livestock technology sectors. The method used is descriptive qualitative with a literature review approach to explore information from various classical and contemporary literature sources. The results of the study indicate that salam sale and purchase is a contract for ordering goods with certain specifications where payment is made in full at the beginning of the contract, while the goods are delivered later according to the agreed time. This contract has a strong legal basis in the Qur'an, hadith, and ijma' of scholars. In its implementation, salam sale and purchase provides a solution for producers' capital needs, creates economic stability, and avoids transactions from usury, gharar, and maysir elements. This study also reveals that the salam contract can be used in financing farmers and distributing artificial insemination products at the Lembang Artificial Insemination Center. In addition, the main advantages of the salam contract include guaranteed availability of goods, halal business capital for producers, and flexibility of time in shipping goods. Thus, the salam contract plays an important role in supporting sharia-based economic growth, especially in the modern agribusiness and livestock sectors.

Keywords: Greetings, Muamalah Fiqh, Sharia

Introduction

As time progresses, many Muamalah activities have been improved in the lives of this society. Buying and selling is one of the activities that is often applied in human relations, because this activity can help humans to need each other.

The development of the times also offers profit for owner business, because the sales process buy also can provide the necessary funds For operate business. Owner business need funds for Keep going growing, even If business No can operate Because lack material principal. Another thing with buyers, they will get suitable item with desire them, and they will also help other people's companies are growing. God regulates provision sell buy regards For interest This

One of them For owner business agriculture. Sometimes, farmers agribusiness need capital for start business they. Owner business agribusiness usually contact the bank for request the loan that will be paid after they make money. Or, conversely, traders wholesale usually request to owner business agribusiness For provide results his efforts to they, while provide capital in advance formerly For operate business. or also transactions sell buy a goods where

payment done before booking . According to practice moment this , transaction sell buy type This similar with sell buy greetings .

The development of the era does not rule out the possibility of developing productivity technology in producing products. In the field of animal husbandry, a technology has been developed that can produce a superior product and this technology is used to assist the process of livestock mating called Artificial Insemination. Artificial Insemination can also be called injection mating, where the process is carried out by human assistance by injecting male sperm cells into the female reproductive tract using a special tool. This Artificial Insemination has been disseminated through distribution by means of direct buying and selling or by order. The Lembang Artificial Insemination Center is one of the Technical Implementation Units (UPT) established to produce and disseminate quality Artificial Insemination of livestock.

In conducting business or economic activities we can find various forms of agreements or contracts. An agreement is an agreement or contract between two or more parties in the business world or transactions that are regulated by Islamic sharia principles. Agreements or contracts are divided into various types, there are sales and purchase agreements, leases, credit and so on. These agreements will ultimately give rise to rights and obligations between the parties involved in the agreement. In the Islamic view, a sale and purchase agreement is considered a permissible agreement, but its law must be made based on sources of Islamic law, namely the evidence in the Qur'an, hadith, and ijma of scholars. Trade that is permitted in Islam explains the existence of physical transactions by presenting objects that will be traded when the sale and purchase transaction takes place.

The forms of sale and purchase agreements that have been discussed by scholars in the fiqh of muamalah are quite numerous. One of them is sale and purchase by way of salam, which is an agreement to order an item with agreed criteria and with cash payment at the time the agreement is executed. By using this agreement, both parties gain benefits without any element of deception or gharar (gambling).

Literature review

Discussions about salam buying and selling have been done a lot. According to book (Dimyauddin, 2010) "Introduction to Muamalah Fiqh ", selling buy regards usually used For financing farmers (agribusiness) in term relative time short , namely around 2-6 months . Greetings can also be used For buy goods manufacturing like clothes , the size of which Already determined by its specifications . Farmers or owner garment functioning as seller in matter this , while the bank is functioning as buyer .

The book "Sharia Economics" written by Juhaja (Pradja, 2012) discuss related articles with provision sell buy greetings , like Article 90 which reads : " It is required in sell buy greetings , price goods paid moment meeting on site settlement contract ." In addition , the book "Islamic Fiqh" written by (Sulaiman, 2001)) discusses that regards is sell something that is not seen the substance , only determined by nature .

According to Wahbah Zuhaili in Al-Fiqh al-Islami wa Adillatuhu, the salam contract not only meets the capital needs of producers, but also creates justice and economic stability. This is supported by Muhammad Syafi'i Antonio in Islamic Banking: From Theory to Practice, which explains that the salam contract has great potential in supporting the development of small and medium enterprises (SMEs). This system provides a sharia-based solution that is free from usury, making it increasingly relevant in supporting the modern economy .

In the modern context , it shows that implementation contract regards in sector modern agriculture has experience transformation big . Research they show How contract regards can used For fulfil farmers' capital needs with system modern financing . See development contract

regards in technology livestock farming , especially in distribution product insemination artificial , which shows how flexible contract This For follow development technology .

Method

This study uses a qualitative descriptive method with a library research approach . The literature review aims to explore information from various relevant literature sources, both classical and contemporary, to provide an in-depth picture of the concept of salam in muamalah jurisprudence and its application in modern economics. By searching for and reading relevant written sources, such as books, articles, journals and other sources.

Results and Discussion

Definition of Salam Sale and Purchase

Salam sale and purchase is a contract of sale of ordered goods between buyers Salam sale and purchase is a contract of sale of ordered goods between buyers and sellers. The specifications and price of the ordered goods must be agreed upon at the beginning of the contract, while payment is made in advance in full.

Syafi'iyah and Hanabilah scholars explain that salam is a contract for ordered goods with certain specifications whose delivery is postponed at a certain time, where payment is made in cash at the contract ceremony. Malikiyyah scholars state that salam is a sale and purchase agreement where capital (payment) is made in cash (in advance) and the object of the order is handed over later within a certain period of time. Meanwhile, according to Rozalinda, greetings are a form of buying and selling. Linguistically, according to the people of Hijaz (Medina), it is called salam, while according to Iraqis it is called salaf. In the language, greeting or salaf means: "Moving capital and driving goods". So buying and selling greetings is "buying and selling orders" namely the buyer buys goods with certain criteria by handing over money first, while the goods are handed over later at a certain time.

The Concept of Sale and Purchase of Salam Contracts according to Muamalah Fiqh

Basically, the law of all Muamalah activities is permissible, until there is evidence that prohibits it. It is stated in the Jurisprudence Principles which reads, Meaning: "The original law in Muamalah is permissibility until there is evidence that shows its prohibition.". Buying and selling is included in one of the Muamalah activities that is permissible. In Muamalah Jurisprudence, the word al-ba'i is often interpreted as 'buying and selling'. Buying and selling can be interpreted as the exchange of assets owned in the form of transfer of ownership and ownership to be able to take advantage of it.(Yusuf, 2018)

Carrying out buying and selling activities must also avoid transactions that are prohibited in Islam, namely by not having the following elements:

1. Usury is something where there is added value to the principal amount by the owner of the funds to the borrower which can burden the contract.(Hasan, 2018)
2. Gharar is a situation that occurs due to uncertainty or majhul (unknown) from both parties to the transaction which will cause doubt and result in a loss for one of the parties.(Rofik, 2020)
3. Maysir is a job that is done to get a profit very easily without any hard work or work, this activity is usually called gambling.(Syaikhu, 2020)

The word Salam or can also be called Salaf has the meaning of al-'itha' and at-tashlif which means giving. The definition of Salam Contract according to Ulama Syafi'iyah, Hanabilah, and Malikiyyah has the same substance, namely an order contract whose goods are

suspended with a certain period of time in their delivery and have clear specifications of goods and the payment is made in full at the contract assembly. (Adam, 2017) In the Qur'an, which explains about the sale and purchase of Salam Contracts, there is a fragment of the verse of QS Al-Baqarah verse 282 which reads, Meaning:

"O you who believe, if you don't do your muamalah properly for the specified time, you should write it down. ..." (QS Al-Baqarah [2] : 282).

The forms of sale and purchase agreements that have been discussed by scholars in the fiqh of muamalah are quite numerous. One of them is sale and purchase by way of salam, which is an agreement to order an item with agreed criteria and with cash payment when the agreement is carried out. By using this agreement, both parties gain benefits without any element of deception or gharar (gambling) (Karim, 2015)

Legal Basis of Salam

Salam sale and purchase is a sale and purchase agreement that is permitted, this is based on the evidence contained in the Koran, including:

1. Surah Al-Baqarah: 282, namely: "O you who believe, if you don't do charity in cash for a specified time, you should write it down."
2. Hadith of Salam Sale and Purchase "Ibn Abbas stated that when the Messenger came to Medina, the people of Medina made salam sale and purchase on fruits for a period of one or two years. Then the Messenger said: Whoever makes salam should do it with a clear measure and a clear weight, until a certain time limit".
3. Ijma' The consensus of scholars (ijma') on the permissibility of salam trading is quoted from the statement of Ibn Mundzir who said that all scholars have agreed that salam trading is permissible, because there is a need and necessity to facilitate human affairs. Owners of agricultural land, plantations or businesses sometimes need capital to manage their businesses until they are ready to be marketed, so salam trading is permitted to accommodate their needs. The provisions of this ijma' clearly provide legalization for the practice of financing/sales of salam.

Pillars and Conditions of Greeting

In Fiqh Muamalah, the implementation of a sale and purchase transaction, especially in using the Salam Contract, must meet the pillars and conditions that have been determined. If the pillars and conditions are not met, the transaction will not be valid or void. The pillars and conditions of the Salam Contract according to the majority of scholars consist of 3 types, namely the parties (al-aqid) including the buyer (muslam) and seller (muslam ilaih), the goods ordered (muslam fiih), and shigat. (Simal, 2019) So in the practice of the Salam Contract in the sale and purchase of Artificial Insemination in beef cattle, it must be in accordance with the pillars and conditions that have been determined.

The Salam contract will be said to be valid if the pillars that have been applied have been fulfilled. The pillars of the Salam contract according to the majority of scholars include: The parties (al-aqid) namely the buyer (muslam) and the seller (muslam ilaih), the goods ordered (muslam fiih), and shigat namely ijab and qabul. The requirements of the pillars above include:

1. The requirements related to the buyer (muslam) and the seller (muslam ilaih), both must meet the Ahliyyah Requirements, namely must be rational, baligh, and mumayyiz. As well as the Territory Requirements, namely from each of them can be made a guardian of the original owner of either goods or money, with the condition of having a valid determination according to the same law.

2. Terms related to the goods ordered (muslam fiqh). Muslam fiqh must be understood and agreed upon by both parties. This relates to the specifications of the goods such as quality and quantity, be it the type of measurement, color, price, delivery time, and others;
3. The conditions for acceptance are that the ijab must be pronounced clearly by the Muslim and the qabul must be the answer from the Muslim party with a greeting.(Sarwat, 2018)
4. Conditions related to the time of delivery. Scholars have different opinions. According to the Hanafi scholars, the time period for delivery is 1 month and for a delay of at least 3 days. The Shafi'iyah scholars determine that the Salam Contract can be carried out immediately or delayed. The Malikiyyah scholars are of the opinion that the delay should not be less than 15 days.(Saprida, 2016)
5. The terms related to tsaman, both in terms of payment and price, must be clear in type and can be known. Payment must be made in full at the akad assembly.(Mubarok, 2017)

Types of Salam Contracts

There are two types of salam contracts, namely salam contracts and parallel salam contracts. Here is the scheme of each type:

1. Salam Contract

The first type of sharia salam contract is explained through the salam contract scheme below:

- a. Both parties in the sale and purchase agreement reached an agreement
- b. The buyer makes payment to the seller
- c. The seller provides the goods to the buyer as long as they meet the requirements, namely the goods and delivery time as agreed at the beginning.

2. Parallel Salam Contract

The second type of sharia salam contract is parallel. Parallel salam contracts refer to transactions with three parties, the first is the seller, the second is the buyer and the third is the seller with the supplier of goods or others. The parallel salam contract scheme is as follows:

- a. The account owner and the bank reach an agreement regarding the order of goods through negotiation.
- b. The bank will order the goods from the seller and pay in advance.
- c. The seller sends attachments to the bank
- d. The seller sends the item to the account owner or buyer
- e. Account owner or buyer pays the bank

The difference between a parallel salam contract and a salam contract lies in the presence of a third party in the transaction activity.

Fatwa on Sale and Purchase of Salam

The provisions of the DSN MUI fatwa Number 05/DSN MUI/IV/2000 stipulate six things:

1. Payment Terms

- a. The means of payment must be known in terms of quantity and form, whether in the form of money, goods or benefits.
- b. Done when the contract is agreed (inadvance).
- c. Payment may not be in the form of ibra' (debt relief).

2. Terms of Goods

- a. The characteristics/specifications must be clear and can be recognized as debt.
- b. The handover was made later.

- c. The time and place of delivery of goods must be determined by agreement.
 - d. The buyer may not sell the goods before he receives the goods (qabadh).
 - e. You cannot exchange goods, except for similar goods as agreed.
3. Provisions on Parallel Greetings
- It is permissible to carry out parallel greetings on condition that the second contract is separate from and not related to the first contract.
- a. Delivery of Goods
 - b. The seller must deliver the goods on time with the quality and quantity as agreed.
 - c. If the seller delivers goods of higher quality, the seller may not ask for an additional price in exchange for the better quality.
 - d. If the seller delivers goods of lower quality, the buyer has the option to reject or accept it, if the buyer is willing to accept it, then the buyer may not ask for a price reduction (discount). Scholars have different opinions on whether or not it is permissible for a muslim ilah to deliver a muslim fihi that is different from what has been agreed upon.
 - e. The seller can deliver the goods sooner than agreed, with several conditions:
 - The quality and quantity of goods are in accordance with the agreement, and may not be higher or lower.
 - You can't ask for additional prices
 - f. If all/some of the goods are not available on time of delivery or are of inferior quality and the buyer is unwilling to accept them, then the buyer has two options:
 - Canceling the contract and requesting a refund. Cancellation of the contract with a refund of the purchase price, according to the majority of scholars, is possible in a salam contract. Full cancellation of the delivery of muslim fihi can be done in exchange for the repayment of the entire salam capital that has been paid.
 - Wait until the item is available.
4. Contract Cancellation.
- Basically, it is permissible to cancel greetings, as long as it does not harm both parties.
5. Dispute.
- If a dispute arises between the two parties, the matter will be resolved through the Sharia Arbitration Board after no agreement is reached through deliberation.

Legal Implications of Salam Contract

With the validity of the salam contract, the Muslim ilahih has the right to get capital (ra'sul mal) and is obliged to send muslim fihi to the Muslim. For the Muslim, he has the right to have muslim fihi according to the specifications that have been agreed upon, and is obliged to pay the ra'sul mal to the Muslim ilahih. Actually, this salam contract is identical to bai' ma'dum, but it is excluded and gets rukhshah to be carried out, because of the demands of needs in community life, but must still pay attention to the special conditions as mentioned.

The difference between Salam Sale and Regular Sale.

All the basic requirements of a regular sale and purchase agreement still exist in a salam sale and purchase. However, there are some differences between the two. For example:

1. In a salam sale, it is necessary to determine the delivery period for the goods, which is not necessary in a regular sale.
2. In salam sale and purchase, commodities that are not owned by the seller can be sold, whereas in ordinary sale and purchase they cannot be sold.

3. In salam sale and purchase, only commodities whose quality and quantity can be precisely determined can be sold, whereas in ordinary sale and purchase, any commodity that can be owned can be sold, except those prohibited by the Qur'an and the hadith.
4. In salam sales, payment must be made when making the contract, whereas in regular sales, payment can be postponed or can be made when the goods are delivered.

It can be concluded that the original rule prohibiting buying and selling, namely the absence of goods, has been abolished by considering the community's need for salam contracts.

Advantages and Benefits of Salam Contract

This salam contract is permitted in Islamic law because it has great wisdom and benefits, where human needs in transactions often cannot be separated from the need for this contract. Both parties, namely the seller and the buyer, can both gain benefits and advantages by using the salam contract. The buyer (usually) gets benefits in the form of:

1. Guarantee to get the goods according to what he needs and at the time he wants. As he also gets goods at a cheaper price when compared to buying when he needs the goods. While the seller also gets a profit that is no less than the buyer.
2. The seller gets capital to run his business in a halal way, so that he can run and develop his business without having to pay interest. Thus, as long as it is not due, the seller can use the payment money to run his business and seek as much profit as possible without any obligation.
3. Sellers have the flexibility to fulfill buyer requests, because usually the time lag between the transaction and delivery of the ordered goods is quite long.

Insemination Buying and Selling Transaction Practices

Artificial Beef Cattle at the Lembang Artificial Insemination Center Artificial Insemination or better known as injection mating is a productivity technology that has been developed to improve the genetic quality of superior livestock by utilizing male livestock, one of which is beef cattle in large numbers. (Kusumawati, 2014)) The Artificial Insemination process not only injects semen (sperm) into the female reproductive tract, but also includes the selection and maintenance of superior males, semen storage, quality control, thawing, storage and preservation by freezing, transportation of semen, Insemination, data collection and determination of Insemination results in females and for breeders are given guidance and training. (Warmadewi, 2014)

The Lembang Artificial Insemination Center was established with the aim of expanding the distribution of artificial insemination of livestock, especially in beef cattle, where the distribution is in the form of Frozen Semen (sperm). Distribution can be done through Grants and Direct Sales. The practice of buying and selling Artificial Insemination in beef cattle at the Lembang Artificial Insemination Center has two direct sales methods, namely as follows:

1. Direct sales to General Consumers. In this sale, consumers can buy Frozen Cement through mail, SMS, WhatsApp, e-mail, e-catalog or can order online through the Sijalu.net service;
2. Direct sales to the Department. This sale is called the Commander's activity, where this sale is carried out with a cooperation agreement with the Lembang Artificial Insemination Center through self-management or contract.

The implementation of the Salam Agreement implemented by the Artificial Insemination Center can make orders through the Sijalu.net service, namely with the following procedure:

1. Buyer/Customer opens Sijalu.net service;
2. Buyers/Customers can choose the desired service or can directly log in using an e-mail account;
3. Buyers will be asked to complete a registration form on the service;
4. After filling in your personal data, the main page will appear by selecting the Frozen Semen service;
5. Then the Frozen Semen Order form will appear, namely by filling in your identity and then selecting the desired order;
6. Next, the Production Services Section will conceptualize, prepare equipment and check the stock of Frozen Semen according to the buyer's request;
7. Then a re-check will be carried out with a quality assurance check of the prepared Frozen Semen. Then the Frozen Semen is put into the buyer's Cryogenic Container and is given a report and instruction card;
8. Production Services will seal, weigh containers and provide the destination address;
9. Then the Lembang Artificial Insemination Center will notify the buyer that the ordered goods are available according to the order and notify them to make payment according to the tariff PP;
10. After the buyer confirms that he has made payment for the price of Frozen Semen and other costs (expedition) to the Receiving Treasurer's account, the Insemination Center will then...
Buatan Lembang will deliver Frozen Semen along with BA and instruction cards to buyers

Conclusion

Salam sale and purchase is one of the contracts in muamalah fiqh that is permitted and has strategic value in supporting economic activities, especially for agribusiness and livestock actors. In the salam contract, payment is made in advance, while the goods are delivered later with the agreed specifications. This contract meets the capital needs of farmers and entrepreneurs in a sharia manner, without elements of usury, gharar, or maysir. In the modern context, salam sale and purchase is growing rapidly, especially in the agricultural and livestock sectors such as the distribution of artificial insemination products. The DSN MUI fatwa regulates the provisions of this contract, guaranteeing justice for both parties. The advantages of the salam contract include guaranteeing goods for the buyer and halal capital for the seller, thus contributing to economic stability and growth .

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