

Analysis of Islamic Business Ethics Related to Return of Remaining Prices in Kind (Case Study of Taraju Tasikmalaya Market)

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Abstract

The problem in this study is the Return of Remaining Prices in the Form of Goods at the Tasikmalaya Taraju Market and what are the factors causing the practice. This study "aims to find out clearly how the practice of residual returns in the form of goods according to the perspective of Islamic business ethics and what factors cause the remaining prices to be returned in the form of commodities in the Taraju Tasikmalaya market. The type of research used in this thesis uses the qualitative approach method of phenomenological research. The data sources used in this study are primary data in the form of observations, documentation, and interviews with dealers and buyers who have experienced this as in secondary data. The results of the research conducted at Tasikmalaya Taraju Market are in accordance with Islamic business ethics, which is legal or permissible as long as the parties do not feel disadvantaged because of it and both parties are mutually aware of the transaction. The seller first asks the buyer before the practice is carried out, sometimes the buyer's desire is also the return of the remaining price in place of the goods." because the seller first tells consumers what are the factors in the practice, namely the limitation of dimes, the buyer's own desire for change to be exchanged for goods, and to streamline the transaction time, because if there is no dime, the seller must first exchange the money goes to the other sellers of course" it will take a lot of time.

Keywords: Business Ethics, Buying and Selling, Taking the Remaining Price in Kind



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INTRODUCTION

The main purpose of doing a business for a businessman is to obtain profit/ profit, social growth and social dependents, and maintain the life of a company. Fauzia (2013) argues that of the many business goals, obtaining profit is a goal that has a very important role and is used as the sole cause in starting a business. The main thing that a person needs to understand if he wants to start a business is to know the doctrinal laws that regulate views so as not to carry out activities that are prohibited and harm the community (Kadir, 2010). Djamil (in Karim, 2010) Islam states that buying and selling (al-bai' wal syira') is the exchange of money or prices and the trade or transaction is voluntary (ridha) between parties and is allowed according to the rules carried out in the Sharia way.

Viewed from the point of view of tawhid, Human beings are merely trustees or trustees as economic actors. Therefore, in all activities, including human activities, it is mandatory to follow the provisions of Allah Swt. The provisions in question are provisions of a theological (ulihyah) and moral (khuluqiyyah) nature, as well as mechanistic in nature and social life. God's decrees that should be followed in this regard are not only mechanical (Fauzia, 2014). Before a person starts a business, he should have studied and understood business ethics. This is in line with what Ali ordered in a letter to Malik Asther B. Harith with regard to market control, hoarding of goods, black market, and eradication of profiteering. In Islamic economics, the discussion of business ethics receives very high attention because many scholars always express this clearly.

Ibn Misykawayh is a person who speaks of fairness in trade, the public duties expressed by Ibn Taymiyah include the regulation of scales and measures, financial management, and price control under certain conditions and under unusual conditions to allow the collection of Zakat in Sharia Provisions. Yahya b. Umar wrote the book of Ahkam al-Suq as the first in the world in which it discusses the Various laws of the market, especially those related to dumping (siyaah al-ighraq) and monopoly (ikhtikar), and market supervision, while Al-Mawardy only describes market surveillance. The various efforts made by muslim economists are teachings about beliefs that are intended to give birth to transcendent beliefs. In an effort to build an ethical economy in always paying attention to the public benefit in it is an excellent embryo (Asmara, 2018; Fauzia, 2013).

Along with the development of the times that have brought social changes, the prospect of business behavior, especially sellers, has caused a debate when doing business, namely the existence of merchants who practice returning prices with goods. This kind of event can be found around us, for example in stalls, indomart, alfamart, markets, and so on. However, generally people are unaware of the event (Fitrisari, 2020). Researchers conducted a pre-research with one of the traders at Taraju Market to find out the problem of returning the remaining price with the goods. Mr. Zack as a seller revealed that the difficulty of dimes so that it became an alternative to replace the remaining buyer's change was the main reason he provided the remaining change in the price in the form of goods. Meanwhile, Rohayati's mother as a buyer revealed that such a thing was commonplace for her to experience. Mrs. Zena as a consumer at Taraju Market also argues that the return of the remaining price with goods is often obtained and she feels that this is not effective because the remaining change with a small nominal is useful for other purposes, such as being given to her children or grandchildren for snacks (interview dated May 10, 2022).

Based on the results of the research that has been carried out, change is replaced with goods because of the limited metal money and has become a habit, for parties who buy and sell if the remaining change in the price is small and not all of these events are acceptable to consumers. One of the parties, especially buyers, will feel disadvantaged if the practice of returning the remaining price in kind is carried out. This issue also includes deviations from business ethics because there is one party who feels aggrieved. It is also not justified in the Islamic view because trade transactions are declared invalid if there are parties who feel aggrieved (not *ridho*). Business is an activity carried out by humans in the form of mutually beneficial exchange of goods, services, or money.

In its basic sense, business means buying and selling goods or services (Fauzia in Astuti, 2018). If the buyer "is not sincere and feels aggrieved, then the return of the remaining price in kind can lead to acts of deviating from the established regulations, and cause deviations in" Islamic business ethics. This raises problems in terms of the implementation of buying and selling, although some people are not aware of it. It is very important to put forward rules regarding business ethics in order to clearly know related to Islamic business behavior in buying and selling related to the practice of returning the remaining price with goods.

The existence of this research can be used to compare and find problems in this study. In addition, researchers hope that this study can pay attention to the advantages and disadvantages between previous studies and research conducted by researchers. The results of the previous research are as follows: First, a study conducted by Asri Asmara with the title "Transfer of Buyers' Refunds in Buying and Selling Transactions at Alfamidi Minimarket in Palopo City". The results of this study show that the Islamic paradigm of transferring the remaining buyer's money in sweets or social funds is acceptable because there is a slight change and Alfa Midi's management provides sweets as a substitute.

Second, research conducted by Wulan Widiya Astuti with the title "Huku Islam's View on the Return of Remaining Purchases with Goods in the Sharia Canteen of UIN Raden Lampung". The results of this study show that according to Islamic law, consumption should not be on the property of others is not allowed, unless it is a voluntary transaction i.e. not specifically on the part of the buyer.

Third, research conducted by Huswaton Hasana with the title "The Phenomenon of The Practice of Returning Residual Prices Replaced With Goods at Royal Mart Samata Supermarket. The results of this study show the phenomenon of the practice of returning residual value and exchanging it for goods in the Royal Mart Samata supermarket is carried out irregularly only when the Royal Mart Samata Supermarket cash register runs out of stock of recehan, that is, in an emergency. Consumers want to return goods no party feels disadvantaged because the practice is based on bilateral agreements between cashiers and consumers.

This research was conducted at MDT Syahida located in Tasikmalaya Taraju Market located in Taraju, Taraju District, Tasikmalaya Regency, West Java Province. The research was carried out at the Tasikmalaya Taraju Market because the research focus that the researchers took was in accordance with the problems in the Taraju Market. The objectives of this study are: (1) to find out Islamic business ethics regarding buying and selling returns of the remaining price in kind. (2) to find out what are the factors causing the return of the remaining price in the form of goods at the Tasikmalaya Taraju Market.

Theoretical Foundations

The theory that will be used as a theoretical basis in this study is Islamic business ethics, buying and selling, taking the remaining price in kind. In Islam, ethics is placed in the highest position. As already mentioned in the hadith that, "I was sent to perfect the noble morals". The hadith indicates that Islam is a moral and ethical code of ethics for human life. The closest term to the definition of ethics in Islam is morals. Morals or ethics in Islamic teachings are a description of Islamic beliefs or known as faith. The implementing authorities in implementing ethical standards provide very strong internal sanctions in Islamic ethics. The concept of morality in Islam is not practical and useful to the general and relative, but is complete and eternal. Islamic teachings also "teach ethics and morals in association and statehood that Allah has worshipped." However, only "association to establish righteousness and piety is allowed by God," not "association for sinful deeds and enmity (Orgianus in Baidowi, 2016)."

If defined by etymology, business means "The existence of a person or group who is busy doing work activities to make a profit." In addition, the term business includes three uses depending on its scope, namely a business entity as a legal, engineering, and economic entity that has the purpose of making a profit." In a more general sense, business is a general term that describes all activities and organizations in creating products and services for everyday life (Mahran in Alma, 2016). "Buying and selling is also defined as an individual (private) business activity that is organized or institutionalized, for the purpose of producing and selling goods or services in order to obtain profits by sufficient what customers or society need (Bungin, 2012)."

In the Qur'an business is defined as *tijarah*. This has the first two implications which is business in general and includes the business between man and Allah if choosing instructions from Allah, Allah and His Messenger will have wealth and soul fighting in the way of Allah, reading the Book of Allah, establishing worship and spending part of your livelihood. This is the best agreement between man and God. A verse of the Qur'an says that those who mistakenly believe in Allah's instructions are among those who are wretched. The second meaning of the word *tijarah* specifically is trade, namely buying and selling or trading between people. Some verses explaining how to transact fairly among men are summarized in

the surah Al-Baqarah (2):282

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ آجَلٍ مَّسْمُومٍ فَاكْتُبُوهُ لِيُكْتَبَ بَيْنَكُمُ الْكَاتِبُ بِالْعَدْلِ وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيَمْلَأِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَخْسِرْ مِنْهُ سِتْرًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيَمْلَأْ وَلِيُّهُ بِالْعَدْلِ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشَّاهِدَاتِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكَّرَ إِحْدَاهُمَا إِلَّا خَوْفًا مِمَّنْ تَرْضَوْنَ وَلَا يَأْبَ الشَّاهِدَاتُ إِذَا مَا دُعُوا وَلَا تَسْأَمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ آجَلٍ ذَلِكَُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْرَبُ وَلِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِنْ تَفَلَّحُوا فَإِنَّهُ فُسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

"O people of faith, if you owe receivables for a specified time, you should record them. Let a recorder among you write it down correctly. Let not the recorder refuse to write it as God has taught him. Let him record (his) and the debtor dictate(him). Let him be devoted to God, his Lord, and let him not diminish it in the slightest. If the indebted person is a person who lacks reason, is weak (his circumstances), or is incapable of dictating himself, let his guardian dictate it correctly. Ask for the testimony of two male witnesses among you. If there are no (witnesses) two men, (may) a man and two women among the people you like about the witnesses (who are) so that if one (female witness) forgets, the other reminds him. Let not the witnesses refuse when called. Do not get tired of recording it to the time limit, whether (the debt is) small or large. Such is fairer on the side of God, more able to strengthen testimony, and draws you closer to unscruplety, unless it is a cash business which you run among you. Then, there is no sin for you if you do not record it. Take witnesses when you are trading and don't make it difficult (or difficult), neither do witnesses. If you do (that), it's really an ungodliness to you. Be devoted to God, God gives you teaching and Allah is All-Knowing of all things" (Al-Baqarah/2:282).

Surah Al-Baqarah mentioned the ethics and procedures for buying and selling transactions, debts, leases and other transactions. The verse is also used as a handle for bookkeeping (the obligation to record transactions) and notarization (the obligation to testify transactions) in discussions of Islamic economics and business. Learning business ethics, simply put, studies what is good and bad in business based on ethical principles. Business ethics research may relate to business ethics or organizational ethics. Doing business ethics means thinking and thinking about business and ethics in business. Morality here means, as indicated above, good and bad, good or bad, right or wrong, rational or unnatural, proper or inappropriate human behavior. Business ethics has roles, the most prominent aspect of ethics of Prophet Muhammad SAW in practice is spirituality, The humanism, honesty, balance, and passion that sustains his partner are satisfied with his delivery.

In addition to devotion and tenacity as a merchant, Prophet Muhammad pbuh also had other noble qualities, such as shiddiq, fathanah, amanah, and tabligh. These characteristics "have an additional istiqomah, namely: Shiddiq, which means to have an honest nature and always underlie the speech, values that Islam teaches and is based on faith and charity of deeds." Istiqomah in beliefs and values of kindness, despite competing with distractions and challenges. Honesty is the soul of the Sharia economic system. Honesty is proof of commitment to the importance of words, deeds and all alliances in the Islamic economic system that can be used as a guide for muamalah. Fathanah, which is to capture, understand, and live by better understanding all as duties and responsibilities, Mandate, responsibility in

carrying out all duties and responsibilities. In addition, the nature of the mandate can also be shown in the form of honesty, maximal service, openness, and policy in all aspects of affairs (Fandi, 2020)."

Islamic business law sources have four sources of law, namely: (a) The Qur'an which means the main source or principle of Islamic law that the Qur'an is the source of all legal information. If you want to use a source other than the Qur'an, you must follow the instructions of the Qur'an and not carry out anything that is contrary to the Qur'an, it means that the source of the law must not violate what the Qur'an means, (b) Hadith is one of the references in every problem in the field of management, (c) Ijma which if Islamic society wants to keep up with the development of this increasingly modern era, it must provide a legal basis that will later become an ijma." However, according to the scholars the position and hujahan of ijma is under the Qur'an and Sunnah. (d) Qiyas, measuring everything conceptually makes other things already exist, things specified in the Qur'an and Hadith, and things legally determined in the Qur'an and Hadith, from the existence of causal equations.

The first indicator of Islamic business ethics is tawhid, the second is the principle of justice, the third is Free will, the fourth is responsibility, the fifth is benevolence. In essence, the use of Islamic business is a method of harmonizing and harmonizing various interests in the business world, especially buying and selling in Islam and a method of creating new ways of understanding business and morals and using the foundations of spritual values. In doing business "it is not allowed to do the method of tyranny and tyranny, but rather it is done based on the nature of volunteering/cheerfulness, either at profit or loss, when buying or selling. The Qur'an confirms and explains this.

The law of buying and selling which is a case of legal muamalat can vary depending on the degree of violation of sharia occurred (Sarwat, 2018). (1) Halal buying and selling means buying and selling with the consent of both parties. (2) Illicit buying and selling. In addition, there are forms of buying and selling in terms of whether it is legal or not, namely (a) buying and selling shahih, (b) buying and selling that is void, (c) buying and selling that is fasid. The return of the remaining price or exchange of goods constitutes an additional sale or purchase. By returning the remaining money in kind, indirectly and directly in bai mu'athah is much more argumentative than the additional contract of sale in question. Bai mu'athah i.e. a sale agreed upon by the parties relating to the goods and price but not an acceptance. Acceptance can be said to be created in the form of actions without the use of words.

Price is the only factor in the marketing mix that is often used as a buyer criterion. Product price is a measure of an individual's satisfaction with the product he buys. Price is part of a sale, which is the process of transferring property rights / goods or prices to other parties using money as a medium of exchange. Al-Mu'athah's contract is to megambil and give not to say a word, as one buys something of known price. A form of al-Mu'athah trade is common today. Seeing consumers take goods and pay money, The seller took the money and delivered the goods nothing was said from the two of them, the contracting party showed the consent of the contract. Buying and selling is a common activity carried out in the market. The Qur'an not only provides inspiring driving force for trade, but also establishes a set of measures that can be applied in the market to protect the interests of everyone, both personal and group.

RESEARCH METHODS

This research uses qualitative descriptive method. With the descriptive method, researchers can describe problems related to field conditions so that they can explain factually related to the return of the remaining price in the form of goods in the market. The type of research used in this thesis uses the qualitative approach method of phenomenological

research. The data sources used in this study are primary data in the form of observations, documentation, and interviews with dealers and buyers who have experienced this as in secondary data.

RESULTS OF RESEARCH AND DISCUSSION

The location of Taraju Market is located on the Taraju road, Taraju District, Tasikmalaya Regency, West Java Province, Zip Code 46474. Taraju market, which is located near the Taraju Police Station, is a complete traditional market, all food clothing staples are there. Types of goods in the form of textiles, clothing, slippers/shoes, and some basic necessities (fish, vegetables, fruit, rice, oil, sugar, eggs, flour) and other mixed goods. Taraju Market operates twice a week, namely Tuesdays and Saturdays from 04.00-17.00 WIB.

Taraju Market was established in 2000 and was inaugurated by the government in 2002 with a market area of 16,730 Mz. Most traders in the Taraju Tasikmalaya market are native to the area, some are from outside the area but there are not many or arguably counted. The produce is also native to the local area, such as various vegetables. Based on the data obtained by researchers, there are a number of traders in the Taraju market, namely 1) Pkl totaling 130, 2) stall traders totaling 213, 3) class I stalls totaling 38, Class II stalls totaled 191. Given the number of vendors, there are various types of shops selling fruit, glassware, tempeh/vegetables, egg clothes, stalls, accessories, fish vendors, and produce". Based on the researcher's own assessment consisting of mixed vegetable traders, the researcher recruited respondents from traders who had transacted solely to return the residual value of the goods.

Buy In Return of Remaining Price In Betuk Goods at Taraju Tasikmalaya Market

Based on what people know, that the market is a shopping place that provides various daily human needs. The process of buying and selling transactions in the Taraju Tasikmalaya market prioritizes customer satisfaction. But there is one practice that is enough to become the center of attention of consumers, namely the practice of replacing money with goods. This practice is widespread among several vendors such as supermarkets or minimarkets, some also occur in markets and stalls. The practice of returning the remaining price with goods is usually that the seller replaces it with candy, masako and other goods that are equivalent to the change.

In this case, the opinion of the buyer has experienced the practice of returning the remaining price in the form of goods, including: According to Mrs. Imas Maesaroh as a buyer at the Taraju Tasikmalaya market, if asked whether she has ever experienced or often experienced returning the remaining price with goods, and she said I often experience residual money back with goods, the types of goods such as spices, candy and children's snacks. According to Rista's mother in an interview (13 August 2022) she answered, if it's not often, it's just that once it's also if the return is only Rp. 500 or Rp. 1,000 if it's above that, I kinda mind. Basically, people cannot be separated from buying and selling transactions. Buying and selling is what everyone does to make ends meet, and traders and buyers need each other.

Al-Qur'an, Sunnah, Ijma In it it is emphasized that the law of buying and selling is permissible as long as the set rules are followed and there is no encroachment on property among fellow believers. From the results of interviews with the buyers above, it shows that most of the buyers have experienced returns with goods, but if the nominal value is below Rp. 2000. at the Tasikmalaya Taraju market. To find out the answers from respondents can be seen from the following table and diagram:

Table 1. Respondents' answers regarding whether traders offer first or wish

No	Respondents Answer	Total
1	Self-Will	10 People
2	Traders Who Offer	5 people
3	Self-Desire and Traders Who Offer	5 people
	Total	20 Orang

(Source: Data Processed, 2022)

It can be seen from the table and diagram above the answers of 20 responden that it can be concluded that the remaining change in exchange for goods is mostly the wishes of consumers with a total of 10 people, the wishes of merchants as many as 5 people, and the wishes of merchants and buyers as many as 5 people. So the answer of the most respondents is the consumer himself who asks for the change to be replaced with goods with the number of 10 people or 50%, 25% of the answers from consumers on the basis of the merchant who offers and the wishes of both are 25% or 5 people. As stated by Mrs. Anita, one of the buyers in the Taraju Tasikmalaya market from the interview results (August 13, 2022): "*Muhun abdi kantos ngalami pengembalian nana ku barang, tapi eta kadang mahsok keinginan abdi nyalira da tiba-tiba sok peryogi bumbu sapertos royko, sasa, eta oge pami kembalikan nana mung Rp.500 atanapi Rp.1000*".

According to Siti Nurhasanah's mother as a buyer at the Taraju Tasikmalaya market "I have experienced this, sometimes the seller himself offers, sometimes I am also the one who asks if the change is only worth 1000 or 500. If the nominal is more than that, I refuse and I ask for the rest of the change to use the money only for other purposes" (interview, August 13, 2022). According to Papat's mother as a buyer in the Taraju Tasikmalaya market "I just accept if the trader offers the remaining change with the goods, while it is not detrimental to me" (interview, August 13, 2022). Then to find out about that there are consumer rights and conditions that regulate the return of the remaining price with goods can be seen from the table below:

Table 2. Respondent's Answer Regarding The Return of The Remaining Price There Are Consumer Rights and Conditions Governing It

No	Respondents' Answers	Total
1	Know	19 People
2	Don't Know	1 People
	Total	20 People

(Source: Data Processed, 2022)

Based on the table above, it states that 19 out of 20 respondents with a percentage of 95% know that there are consumer rights and provisions that regulate this, and 1 person with a percentage of 5% does not know about it. As Mrs. Papat and Mr. Emuk said from the interview (August 13, 2022) they know this stating that: "Yes, I know it and it becomes a provision between consumers and merchants, as long as the two are sincere with each other."

Table 3. Respondents' answers regarding whether you accept if the merchant offers the rest of the money with the goods

No	Respondents' Answers	Total	Percentage
1	Totally Agree	2 People	10%
2	Agree	16 People	80%
3	Disagree	2 People	10%
4	Disagree	0 People	0%
5	Strongly disagree	0 People	0%
	Total	20 People	100%

(Source: Data Processed, 2022)

The respondents' answers in the table above show that 2 respondents strongly agree if the merchant offers the remaining change with the goods, 16 respondents agree, 2 respondents disagree if the remaining return is replaced with goods, none or 0 respondents disagree if the merchant offers a return with the form of goods, and none (0 respondents) strongly disagree if the seller offers the remaining change with the form of goods. Below is a table of respondents' answers regarding the return of the remaining price in kind:

Table 4. Respondents' Answers Regarding Return of Remaining Prices in Kind

No	Respondents' Answers	Total	Percentage
1	Totally Agree	2 People	10%
2	Agree	17 People	85%
3	Disagree	1 Person	5%
4	Disagree	0 People	0%
5	Strongly disagree	0 People	0%
Total		20 Orang	20 People

(Source: Data Processed, 2022)

From the table above and the diagram, it can be seen that 2 respondents with a percentage of 10% strongly agree with returning the remaining price with goods, 85% of 20 people agree with this practice if both are pleased with each other, 1 of 20 respondents with a percentage of 5% disagree, 0 people or no respondents who disagree and 0% of the 20 respondents do not strongly agree. So in conclusion, most consumers say that this practice is considered to have become a habit and is fine if consumers and sellers are both happy and neither party is harmed.

As the results of interviews with several buyers who said the same thing, according to Mrs. Papat, Mr. Emuk and Mrs. Anita as buyers at the Tasikmalaya Taraju market said that: "In my opinion this is common when traders don't have change and it's okay as long as they don't someone is harmed or while the buyer doesn't mind as long as the nominal is not too big and both feel that they are benefiting why not". As for what Mrs. Nia said as a buyer who disagreed with this practice, she said that: "I don't agree with returning the remaining price with goods, it's best to return it with money because it can be used for other purposes, for example to pay for parking or you can also make put it in the alms box during routine recitations at the local mosque".

Usually, after each transaction or sale, there must be a clear agreement at the beginning of the transaction about what will be sold or purchased, or the price of the goods that both parties are willing to make a contract for, that is, statements of *ijab and qabul*, *ijab and qabul* in the transaction must be pronounced clearly because it binds the two parties involved or enters into a contract. After the contract or contract of *Shigat and kabul* is declared, the ownership of goods and money changes." Both sellers and buyers are healthy and teenagers in trade transactions that occur in the Taraju market. And they buy and sell without coercion from both sides, in other words, based on their own will to provide for themselves. From this description, the researcher concludes that sales transactions using goods as legal returns are legal or permissible.

In buying and selling transactions using goods at the Taraju market, traders do not sell goods that are haram or items that violate the Shari'a. In the Taraju market, the goods sold are in accordance with the daily needs of the community, the goods sold in the Taraju market have their respective advantages according to the needs of the buyer. From the description above, the author has so far argued that buying and selling goods for consideration is not the same as the existing market. the conclusion that it is valid and acceptable because it does not violate any terms of purchase. Buyers also have the freedom to choose their own goods according to their needs. Then after that the merchant took the item and the two agreed to buy and sell. With this in mind, the

authors conclude that the use and sale of goods in the Taraju market as a return is valid or permissible as long as it does not conflict or cause disputes and as long as the rights of the seller and the buyer are fulfilled.

Factors Behind the Return of Remaining Prices in the Form of Goods at the Tasikmalaya Taraju Market

The practice of returning the remaining purchases is familiar to people who are used to shopping systems such as supermarkets, supermarkets, etc. Refunds for the remainder of the purchase are money from paying the purchase price of the goods that the Seller must return to the Buyer. This problem arises in the course of the current economic development. Repair seems to be a hard item to find. Its existence is increasingly rare because there are fewer and fewer circulating in the community. And its scarcity leaves many merchants in dire straits when they have to offer currency exchange to buyers who have spare cash to buy.

The explanations from several sellers are: According to Mr. Sakir as a vegetable seller at the Tasikmalaya Taraju market: *"anu janten faktor utama namah teu aya receh anu kadua kadang mah kahoyong anu meser, tapi pami aya nu keukeuh hoyong ku artos nya sok di usahakeun weh ngagentoskeun heula ka pedagang anu sanes"*. "the main factor is that there is no second change, sometimes the desires of the consumers themselves. But if a consumer asks for the rest of the money to be returned, I always try to exchange the money first with other traders" (interview, 13 August 2022).

According to Mrs. Waliah, a shop owner at the Taraju market in Tasikmalaya, "I always return the remaining price in money, but sometimes consumers ask for the money back in goods because consumers need these items, such as shampoo, royco or snacks for their children" (interview, 13 August 2022). According to Mrs. Nita as a vegetable seller at the Taraju Tasikmalaya market "I returned the rest of the returns with the goods because there really wasn't any small money and even then not every transaction was made, giving refunds for the remaining purchases was made in accordance with the agreement between the seller and the buyer and with the goods which corresponds to the price of return" (interview, 13 August 2022).

In fact, to overcome the scarcity of these small denominations, traders also make various efforts to ensure that they can get these small denominations. Several sellers in the Tasikmalaya Taraju market admit that the practice of returning the remaining price with goods is not carried out in every transaction and the nominal amount given with goods is only if the amount is small and not more than Rp.2000. This practice is also carried out to streamline the transaction time so that the seller gives the rest of the return with goods and sometimes the buyer asks to have his change replaced with goods because he does not want to wait too long if the trader exchanges money first with another trader.

There are several buyers who do not agree with returning the remaining price in the form of goods. As stated by Mrs. Rista as one of the buyers at the Taraju Tasikmalaya market *"teu sawios, salagi teu ngarugikeun kangge abi mah, etang-etang meser jadi ditampi weh"* "saya as the buyer doesn't mind as long as it's not detrimental to me, I'm buying the item so I just accept it" (interview, August 13, 2022). In doing business, it is not allowed to do the method of tyranny and tyranny, but is carried out based on a voluntary nature or pleasure, both when profit and loss, when buying or selling. The Qur'an confirms this, as Allah says in the Qur'an surah An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالِكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنكُمْ ۗ وَلَا تَقْتُلُوا
النساء/ 192 نَفْسَكُمْ ۗ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

"O people of faith, do not eat the treasures of your fellow man in a vanity (untrue) way, except in the form of consensual commerce among you. Thou shalt not kill thyself. Verily Allah is Most Merciful to you" (An-Nisa'/4:29).

The verse asserts that Islam does not allow fraud in trade between parties. Buyers and sellers must agree and be satisfied and adhere to the various behaviors that Muslim sellers must adhere to in trading business transactions is progress and growing rapidly. According to Rina's mother as one of the buyers in Taraju Tasikmalaya market: "*ah da tos biasa ari angsulna mung 1000 atanapi 500 mah, sok ditampi weh*" "in my opinion it is common between consumers and merchants that a return is only 1000 or 500 if both have accepted each other and are not detrimental, yes, it doesn't matter to me and I also accept" (interview, August 13, 2022).

Unlike Nia's mother, one of the buyers in the Taraju market who did not agree with the practice of returning the remaining price in kind, "I object to this practice, it is better to replace it with money only because it can be used for other purposes" (interview, August 13, 2022). The same was stated by Indriyani's mother who disagreed with this "*saleresna mah kirang setuju, tapi dari pada lami ngantosan nu dagang ngagentoskeun artos mah mending keneh atos weh di tampi ku barang oge, kantenan mun tukang dagangna tos sepuh mah kalah sok karunya ari kedahngagentoskn heula kanu sanes*". "I don't agree that the return is replaced with goods because I am afraid that I don't need the goods, but if the merchant does not have change and instead spends a long time exchanging the money, yes, I just accept it because the merchant is also the same as the trader, especially since the trader is old" (interview, August 13, 2022).

As for the statement from Enjah's mother as a Vegetable trader at Taraju Tasikmalaya market "*nya pami Rp.500 atanapi Rp.1000 mah sok biasa weh di pasihan anu pangaosna sakitu sapertos tomat, cabe paling sareng saledri*". "types of goods that are usually used for returns that cost Rp. 500-Rp. 1,000 so I gave them tomatoes, chilies, celery" (interview, 13 August 2022). A statement was also given by Hj. Ai As the owner of a mix shop "I give candy, but sometimes I give it in the form of shampoo or cooking for 500 rupiah." (interview, 13 August 2022).

Based on the results of research from consumers, it shows that most consumers in the Tasikmalaya Taraju market often make transactions to return the remaining price in the form of goods. As for the items that are usually used for returns, they are adjusted to the remaining returns. According to Islamic law, ethics is human behavior that is used in various aspects of life. Where in humans ethics is something that is believed to be true. In everyday life, ethics are mandatory rules, but they are not as strong as the law because there are no severe penalties.

Islamic business ethics, namely rules and values that can transform human behavior into life and lead to prosperity in the world and in the hereafter. Islamic business ethics is almost identical to the application of Muamalah Fikh Law. Under these circumstances, Islamic business ethics is used as a philosophical foundation, which is an important issue to develop. Islamic business ethics is muamalah behavior as exemplified by Rasulullah SAW. As the Messenger of Allah has exemplified how to trade or sell perfect. Sellers and buyers at the Taraju Tasikmalaya market must apply Islamic business ethics in accordance with Islamic teachings based on the Qur'an and hadith which include honesty, truth and justice.

Just like what happened to the others the return of this item was also due to the inevitable penny difficulties. And if you take a closer look at these remaining returns, there's also a new purchase agreement or additional purchase agreement. Because it means

Therefore, the sales contract is concluded twice, the first is the contract for the sale of goods, which is desired and chosen by the goods and the people. The second is the contract for the sale of goods. The second law of the sales contract above is permissible in Fiqh. The two sale and purchase agreements that took place at the Taraju market are included in the mu'athah sale and purchase, which is permitted by the majority of scholars. In these circumstances, fiqh provides a rule relating to difficult conditions, namely that difficulty brings ease. Allah SWT says: "Allah wants relief for you and humans were created in a weak state.

Judging from the rules of fiqh, it is permissible because of the condition of the scarcity of coins which then is not sufficient for needs. As already mentioned, this practice can occur anywhere and some people also consider this as something normal and understandable. But on the other hand, it cannot be denied that there are still some people who are not satisfied with this transaction. Dissatisfaction or unwillingness on one of these parties can indicate the absence of an taradhin element on one of the parties to the contract, the words of Rasulullah SAW: "From Ibn Mas'ud he said:" I heard Rasulullah SAW say: "If two people sell buy while there is no explanation between them, then what is considered is the word that has the goods or both of them are backward."

But buyers have mixed reactions and who understands, some are not happy when the rest of the money they bought is replaced with goods. This lack of buyer satisfaction does not affect the validity of the contract. A sale contract established under Islamic law in a market is usually called a sale and purchase mu'atah. The majority of scholars are of the opinion that it is lawful if buying and selling mua'atah is a habit in society and does not harm other parties. Against the backdrop of the act of returning the remaining price and exchanging it with the product, there is a shortage of change by the seller and the buyer's desire to receive the product in exchange for goods that saves transaction time, that is, if there is no change, if the seller wants to exchange it elsewhere first, it will take a lot of time.

Based on data obtained from respondents, the phenomenon of the practice of returning residual value with goods in the Taraju market is proven to be exchangeable when there is no change or when consumers ask for it themselves. However, these transactions are not always executed; they are executed only if there is a shortage of changes. As noted above, the practice of refunding leftover purchases is commonplace. Others find this natural and easy to understand. The practice of exchanging goods for difference is commonplace, and there have been no undue complaints or protests from consumers about the practice of exchanging goods for difference. So everyone's needs and desires can be met, but the practice of returning the rest is to replace the price with goods that are still in progress. The practice of returning the remaining price with goods is carried out only at any time, namely when the seller has no change to change. So it can be concluded, the practice of returning the remaining price in the form of goods in business ethics is permissible or legal to do as long as both parties accept or are both pleased and neither party feels aggrieved."

CONCLUSION

Based on the results of research on the analysis of Islamic business ethics regarding returning the remaining price in the form of goods, it can be concluded as follows: First, returning the remaining price with goods is one of the practices in trading or buying and selling which has not only become a habit of the people in the market but can also occurs in stalls, kiosks, and so on. This is the same as what happened at the Taraju Market where people are very familiar with returning the remaining price with goods because it has become a habit and is voluntary between the two parties. According to Islamic jurisprudence and business ethics, the practice of "returning the remaining price in the form of goods is indeed lawful

with the condition that there are no parties who feel disadvantaged in muamalah because it is not uncommon for the seller to ask the consumer first. Second, the causative factor of returning the remaining price saves more transaction time with the buyer's own request to accept changes from the balance of goods purchased in kind, that is, the merchant has no change. That is, if there is no change, first if the trader wants to exchange it elsewhere, it will take quite a long time.

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