

## IMPLEMENTATION OF *KHIYAR* ON *BA'I SALAM* TRANSACTIONS IN STUDENT COOPERATIVE AT ISLAMIC BOARDING SCHOOL DARUSSALAM GONTOR FOR GIRL 2 ACCORDING TO FIQH MUAMALAH

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### Abstract

Basically, buying and selling transactions in determining the contract, the party who transacts has the right to continue or cancel a contract. A solution in Islam, offering the right of *khiyar*. The purpose of this study was to determine the implementation of *Khiyar* in *Ba'i Salam* transactions at the Student Cooperative Store and to review it from the perspective of muamalah fiqh. The conclusion is that in the practice of *ba'I salam* carried out by the Gontor Putri 2 student cooperative with distributors, they have implemented *khiyar aib*, *khiyar ru'yah*, and *khiyar syarat*. When viewed from the point of view of fiqh muamalah, the application of *khiyar aib* is appropriate, because there was a new defect known to the buyer after the contract was made and before the receipt. *khiyar aib* is still allowed in muamalah fiqh because *khiyar aib* does not prevent the perfection of the handover of goods. However, the actual *khiyar ru'yah*, and *khiyar syarat* in *ba'i salam* are not necessary, because if the order has the right of the *khiyar*, then the goods will be borne by the seller, and so on, it is enough just to mention the specifications of the goods for the validity of the *salam* contract.

**Keywords:** *Khiyar, Ba'i Salam*

### Abstrak

Pada Dasarnya transaksi jual beli dalam penentuan akadnya, pihak yang bertransaksi memiliki hak untuk meneruskan atau membatalkan sebuah akad. Sebuah solusi dalam Islam, menawarkan adanya hak *khiyar*. Tujuan dari penelitian ini untuk mengetahui Implementasi *Khiyar* dalam Transaksi *Ba'i Salam* di Toko Koperasi Pelajar dan meninjaunya dengan perspektif fiqh muamalah. Kesimpulan yang didapat, bahwa dalam praktik transaksi jual beli salam yang dilakukan oleh pihak koperasi pelajar Gontor Putri 2 dengan distributor telah menerapkan *khiyar aib*, *khiyar ru'yah*, dan *khiyar syarat*. Jika dilihat dari sudut

fiqih muamalah terhadap penerapan khiyar aib telah sesuai, karena yang terjadi cacat barang baru diketahui oleh pembeli setelah akad dilakukan dan sebelum serah terima. khiyar aib ini tetap diperbolehkan dalam fiqih muamalah karena khiyar aib tidak mencegah kesempurnaan serah terima barang. Namun khiyar syarat dan ru'yah sebenarnya dalam ba'i salam tidak perlu, karena jika pemesanan memiliki hak khiyar tersebut, maka barang akan menjadi tanggungan penjual, begitu seterusnya, cukup hanya menyebutkan spesifikasi barang untuk keabsahan akad salam.

**Kata Kunci : *Khiyar, Ba'i Salam***

### **Introduction**

Humans are social creatures. Therefore, humans cannot complete the necessities of life by themselves. And for human life, Islam organizes and regulates charity, business, worship, muamalah, politics, economics and social affairs. One of the efforts made by Muslims in carrying out a muamalah is by holding a sale and purchase contract.(Shiddieqy 1957) Allah SWT has allowed the buying and selling process for humans, because to help each other and meet their needs. This is because humans as individuals have primary needs, which include clothing, food, and housing. This primary human need will never stop throughout his life.(Salfianur et al. 2021)

Islamic Boarding School Darussalam Gontor for Girl 2 is an educational institution that develops and survives with its own resources. By instilling an independent spirit so that they are able to help themselves, so they do not depend on the help of others. So the system built in the boarding to have its own source of funds is one of them by building a protective economy. And one of the boarding's efforts to build a protective economy is to establish a student shop cooperative. And the student shop cooperative is one of the business units which is a five-term boarding school, namely khizanatullah.

The Islamic Boarding School Darussalam Gontor for Girl 2 student shop cooperative is a business unit managed by the 5th grade KMI students, where the motive of female students working is not a commercial motive, let alone exploitation. They don't work but study and serve the boarding school that has been educating. And business units within the boarding school do not need to be overwhelmed by labor wages, because female students are given assignments to gain experience. With a spirit of sincerity and a sense of full responsibility to carry out his duties as administrator of the student shop cooperative of Islamic Boarding School Darussalam Gontor for Girl 2. ("Http://Www.Gontor.Ac.Id/Panca-Jiwa," n.d.)

In 2021, there were 2,492 people at the Islamic Boarding School Darussalam Gontor for Girl 2. In fulfilling the primary needs of female students, Islamic Boarding School Darussalam Gontor for Girl 2 facilitates female students by establishing a student shop cooperative. The student shop cooperative of Islamic Boarding School Darussalam Gontor for Girl 2 is the only shopping center for female students in meeting their needs. In fulfilling the needs of their students, members of the student shop cooperative of Islamic Boarding School Darussalam

Gontor for Girl 2 cooperate with suppliers/distributors in supplying goods. The process carried out between the two parties uses the *ba'i salam* process.<sup>1</sup>

*Ba'i salam* is purchase by ordering an item with agreed criteria and having to pay cash at the time of execution of the contract. And other provisions in its implementation that the delivery of goods was delayed until the time specified in the contract assembly.(Surya 2019) Basically, in purchase transactions in determining the contract, the transacting party has the right to continue or cancel a contract. A solution in Islam, offering the right of *khiyar*. *Khiyar* is needed in a transaction to protect the interests, benefits and willingness of both parties and protect from dangers that may cause losses.(Sudarsono 2001) Likewise, in the *ba'i salam* process at the Gontor For Girl 2 student shop cooperative, the transaction also implements the *khiyar* rights. Some are proven by the existence of cases, namely when the delivery of goods turns out to be not in accordance with the initial specifications of the contract, and there is a defective item and the supplier replaces it with another item, but the cooperative cannot cancel the transaction. Whereas in fiqh muamalah it is explained that if there is a defect in the goods, then the option is not only to replace the goods with other goods, but there are two ways, namely returning the goods or canceling the transaction.<sup>2</sup>

Likewise, in *ba'i salam*, the relation with capital must be explained in a good and clear specification, quality and quantity. In addition, capital must be submitted at the time of the contract/contract, this takes into account the needs of the seller and is intended to prevent debt from the buyer and usury for the seller.(Djuwaini 2015) There are some scholars who require that in the *ba'i salam* process there should be no *khiyar*, especially *khiyar ru'yah* on goods. If the order has *khiyar* rights, then the goods will be the responsibility of the seller, and so on.(Djuwaini 2015) However, by looking at the practice in the field, the concept of *khiyar* becomes very necessary in the future for consumer protection efforts.

This research is a research that is field research (field research), The data sources of this research are information and data obtained from the Student Shop Cooperative Islamic Boarding School Darussalam Gontor for Girl 2 relating to the implementation of *khiyar* in *ba'i salam* transactions. Data collection techniques can be in the form of observation, interviews, while secondary data sources are obtained in data collection, namely from libraries, the internet and documents related to the problem.(Sugiyono 2015) After collecting the data obtained, then the data is analyzed with fiqh muamalah with descriptive analysis methods.

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<sup>1</sup> Hasil wawancara Adinda, Ketua Koperasi Pelajar Pondok Modern Darussalam Gontor Putri 2, 10 Februari 2022

<sup>2</sup> Hasil wawancara Adinda, Ketua Koperasi Pelajar Pondok Modern Darussalam Gontor Putri 2, 10 Februari 2022

## **Discussion**

### ***Khiyar* Concept**

*Khiyar* in language means choice. And the fiqh scholars in their problems involve transactions in the civil sector of economic transactions, as one of the rights for both parties who make transactions when problems occur.(Haroen 2007) According to the Sharia Economic Law Compilation, *Khiyar* is defined as the right to vote for the seller and the buyer to continue or cancel the sale and purchase contract made.(Agung 2011)

Basically *khiyar* rights are easy to practice if in practice it is carried out directly, where the buyer can see directly related to the condition and quality of an item to be purchased. Meanwhile, the seller can provide honest information regarding the goods.(Hasanah 2019)

And the purpose of *khiyar* is for buyers to have mature thoughts both in terms of positive and negative for both parties before making their choice in buying and selling transactions. Determination of the right of *khiyar* in Islamic law to ensure the willingness and mutual satisfaction of the parties who carry out the contract. *Khiyar* is needed in a transaction to protect the interests, benefits and willingness of both parties and protect from dangers that may cause losses.(Sudarsono 2001)

However, with the *khiyar* system sometimes it causes regret to one of the buyers or sellers, therefore, to determine the existence of *khiyar* rights, there must be a pledge from both parties which is accepted by the other party or both parties, if both parties agree then it is permissible to do the right *khiyar*.(Sudarsono 2001)

#### **1) *Khiyar Syarat***

*Khiyar Syarat* is the right to continue or cancel the sale and purchase contract with certain conditions.(Al-Subaily 2019) According to Syafi'iyah and Hanabalah, this contract was void. Unlike the Hanafiyah, this sale and purchase contract is fasid, if these conditions are removed before the 3 day period runs out, then the sale and purchase contract becomes valid. If Dani is prohibited from using the cellphone he just bought for a clearly defined period of time (within 3 days for example), here the scholars have different opinions. According to Hanafiyah, Zafar and Syafi'iyah, this conditional *Khiyar* is allowed by specifying a definite period of time and cannot be more than 3 days. Because, actually this *khiyar* is not allowed, with the reason that this *khiyar* prevents the transfer of ownership and the prevalence of buying and selling. (Al-Anshori, n.d.)

Hanabilah madzhab allows *khiyar* conditions with a time limit agreed by both parties, less or more than 3 days. Malikiyah madzhab provide details by transaction object. If it is in the form of fruit, then the time limit is not more than 1 day, for clothes or vehicles it can be within 3 days, and for houses or land it can be more than 1 month. If the time has run out, then the sale and purchase contract becomes common.(Djuwaini 2015)

## 2) *Khiyar Aib*

*Khiyar 'aib* adalah khiyar owned by the buyer is due to a defect in the goods purchased, but the seller does not know there is a defect in the object before the contract takes place. As for the provisions of buying and selling, it is permissible to have *khiyar* if it can reduce the selling value and reduce the value of the goods themselves. Sometimes it is professional traders who can provide an agreement about the size of the *khiyar*.(Muslich 2015)

If in the transaction they stipulate that the deficiency is a defect, then in this case khiyar is allowed to have *khiyar*. However, if the seller does not consider that the defect is a deficiency that can reduce the selling value or value of the goods, then *khiyar* is not valid.(Hasanah 2019)

*Khiyar 'aib* is the right to continue or cancel the sale and purchase contract due to an element of disgrace in the object that has been ordered. In a sale and purchase transaction, the buyer has the freedom to choose to continue or cancel by returning the goods and asking for the money that has been paid to the seller back.(Al-Fauzan 2005)

*Khiyar 'aib* can be run with the following conditions:(Al-Fauzan 2005)

- a. Defects have been found when the contract was carried out before the handover occurred, if there was a 'disgrace after receiving it, there was a return of goods.
- b. Disgrace remains attached to the object after it is received by the buyer, while the buyer does not know the disgrace of the object of the transaction, either when making the contract or after receiving the contract, if the buyer already knows beforehand, then there is no *khiyar* right, because the buyer is already pleased with him
- c. There is no new requirement (washing hands) from disgrace in the sale and purchase contract, if it is required, then the khiyar right is invalid.
- d. Disgrace still exists before the cancellation of the contract.

## 3) *Khiyar Ru'yah*

Hanafiyah allows *khiyar ru'yah* in buying and selling transactions, where the buyer has not directly seen the object of the contract. If the buyer has seen the object of the goods, then he has the right to choose, continue the contract at the agreed price, or refuse and return it to the seller. Among the hadiths that are used as the basis for the validity of the ru'yah is the hadith narrated by Abu Hurairah and Ibn Abbas: whoever buys something that he has not seen, then he has the right of *khiyar* when he has seen it. In this context, scholars are allowed to sell goods that are unseen (not at the place of the contract) without mentioning the specifications provided the buyer has *khiyar* rights.

Hanabalah and Malikiyah allow the sale and purchase of goods with specifications (ba'il al wasf) without having to be present when the contract is

made, but the buyer has *khiyar wasf*, (including *khiyar ru'yah*). If the goods match the specifications, then the sale and purchase contract becomes common. *Khiyar ru'yah* is assigned to the buyer when he has seen the object of the transaction, not before. If the buyer passes the sale and purchase before seeing the object, the sale and purchase contract has not yet become common and the *khiyar* rights have not expired, he still has the right to return the goods. By reasoning, the Prophet stipulates the right of *khiyar* for the buyer after he sees the object of the transaction. If the buyer cancels the sale and purchase contract before seeing the goods, the scholars have different opinions. Some state that the buyer does not have the right to cancel it, and some others allow it because the sale and purchase contract for goods that he has not seen is normal (not binding). The sale and purchase contract for goods that have not been seen by the buyer is not legally binding (*ghair lazim*). The buyer has the freedom to approve or cancel the sale and purchase when he has seen the object of the transaction. According to Malikiyah, Hanabalah, and Syiah, the sale and purchase contract is binding on the buyer if the goods conform to the specifications stated by the seller. as well as Dzahiriyah's opinion. The law of buying and selling with *khiyar ru'yah* is the same as other buying and selling cards without *khiyar*.(Djuwaini 2015)

### **Concept of *Khiyar* in *Ba'I Salam***

Ba'i salam is a sale and purchase transaction, while the goods ordered do not yet have a form. Therefore, the delivery of goods is deferred, while payment is made in cash. This transaction is at first glance similar to a bonded sale and purchase, but in this transaction the quantity, quality, price and time of delivery of the goods must be with the terms agreed at the beginning of the agreement.(Saraswati 2018)

In the *Ba'I Salam*, there are pillars that must be met, namely the buyer (*muslam*), the seller (*muslam ilaih*), capital (*money*) (*ra'sul mal*), goods (*muslam fih*), and sighat (*ijab qabul* / greeting). In addition, several conditions must also be met so that the sale and purchase of *salam* is valid, namely the type of goods must be clear, know the level of capital required, and state the place of delivery if needed for delivery costs.(أحمد 1971)

In relation to goods that are the object of the transaction (*muslam fih*), what must be fulfilled is that the goods can be clearly specified. And can be recognized as debt. And can be recognized as debt. In addition, *muslam fih* is a commodity that is commonly found in the market, both when carrying out the contract or during delivery. This ensures that the *Muslim fih* can be delivered at the promised time. Scholars also require that there should be no *khiyar*, especially *khiyar ru'yah* against *muslam fih*. If the buyer has the right of *khiyar*, then the *Muslim fih* will again become the responsibility of the *Muslim ilah*, and so on. For this reason, in the *salam* contract no *khiyar* is needed, it is enough to mention the specifications of the *Muslim fih* for the validity of the contract. However, *khiyar 'aib* is still allowed, because this *khiyar* does not prevent the perfection of the handover of goods.(Djuwaini 2015)

## **Implementation of *Khiyar* on *Ba'i Salam* Transactions in Student Cooperative at Islamic Boarding School Darussalam Gontor For Girl 2**

*Ba'I salam* is very permissible in Islam, because it has great wisdom and benefits, where human needs in muamalat often cannot be separated from the need for this contract. Both parties, namely the seller and the buyer, can both benefit and benefit from using a *salam* contract. Because in this *Ba'I salam*, the buyer gets the goods according to what he needs and at the time he wants, from the seller's side it is also profitable, From the seller's point of view it is also profitable, the seller gets capital to run his business in a halal way, and have the flexibility to fulfill buyer requests, because usually the grace period between the transaction and the delivery of the ordered goods is quite long.

In this case, the Student Shop Cooperative as a shopping center for female students and the teacher of Islamic Boarding School Darussalam Gontor for Girl 2 cooperates with the distributor by using the *ba'I salam*. The process of ordering goods carried out by the student shop cooperative of Islamic Boarding School Darussalam Gontor for Girl 2 via telephone and via chat.<sup>3</sup> In the order, the student shop cooperative manager records all the stock items that have run out. In the process of ordering the goods, the manager of the student shop cooperative section has mentioned and included the specifications of the goods to be ordered. Some of the goods ordered are already tangible, and some are not. The distributor is also trying to realize the ordered goods immediately. Then the distributor entered into an agreement between the two parties, both in terms of estimated time of order, estimated delivery, place of delivery, and payment processing. After the agreement is made, then from there the law of the sale and purchase agreement applies. The grace period for orders made by the student shop cooperative with the distributor is a minimum of 3 days and a maximum of 1 month. And the ordered goods will be sent after the goods are available at the distributor.

However, the fact is that the ordered goods are not always smooth according to the goods ordered at the beginning of the agreement. Islam also offers a solution. In buying and selling itself, the law is binding on both parties. Therefore, the purpose of buying and selling itself is the transfer of property rights from one person to another. Islam stipulates the existence of *khiyar* rights as a form of affection for the two contract actors.

It can be concluded that the 7 distributors who stocked goods in the Gontor For Girls 2 student cooperative did not fully understand the concept of *khiyar* in buying and selling, but indirectly the 7 distributors have implemented the concept of *khiyar* in their *salam* buying and selling transactions. The application of the *khiyar* concept in the *ba'I salam* carried out by distributors in student cooperatives only applies a few types of *khiyar*<sup>4</sup>

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<sup>3</sup> Hasil wawancara Azizah Sie Gudang, Koperasi Toko Pelajar Pondok Modern Darussalam Gontor Putri Kampus 2, 20 Januari 2022

<sup>4</sup> Hasil wawancara Adinda Ketua, Koperasi Toko Pelajar Pondok Modern Darussalam Gontor Putri Kampus 2, 20 Januari 2022

1. La Tansa Sport in sending goods is not in accordance with the initial agreement of the contract. The practice found that the la-tansa sport sent goods, one of which was in the form of shoes. The type ordered was in the form of 3 cm heels, but it happened that the shoes sent were non-heeled loafers. From this incident, the student shop cooperative lacks detail in checking the goods that have been sent. So the student shop cooperative section only found out the wrong item was sent a few days late. After finding an error in the delivery of goods, the student cooperative filed a complaint with the distributor la-tansa Sport. And the feedback given by the distributor of la-tansa sport, it is allowed to return goods that are not in accordance with the initial order and will get a replacement according to the order at the beginning of the contract. This proves that La Tansa Sport has implemented *khiyar 'aib* in its buying and selling transactions.
2. Proof of the implementation of the *khiyar 'aib* right in buying and selling at La Tansa Palen is the occurrence of several items being sent, namely buckets and dippers being damaged when the goods were delivered, and the buyer (cooperative) is given the choice to continue the order or not. However, La Tansa Palen is willing to be responsible by replacing the goods with new ones according to the order.
3. The *khiyar* right applied by La Tansa Book is a *khiyar 'aib*, this is proven when the delivery of the ordered goods is a book, the book is not intact, there are missing and missed pages. Sometimes there are also torn. From orders that do not match because of this defect, La Tansa gives the right of *khiyar 'aib*, to continue or not to continue the order contract, but La Tansa also wants to be responsible if cooperative replace the defective item, but it takes more time. Usually about 1 month, the new book arrives.
4. In this case, Wismen provides orders such as wardrobe decorations, pearls of wisdom, and mugs. Wismen apply *khiyar ru'yah* where the buyer at the time of the transaction has not directly seen the object of the contract, and when the object/goods arrive, the buyer or cooperative is allowed to choose, with the existing goods to continue the contract at the agreed price, or refuse and return it to the owner. the seller is the distributor.
5. Indiva stores basically don't understand the concept of *khiyar* in buying and selling, but in buying and selling transactions apply it. This can be seen by the existence of buying and selling rules if the ma'tsurat or the Qur'an received by the buyer is damaged or there are defects, the buyer is required to immediately take a photo of the item and send it directly to the Indiva Store for immediate processing to the supplier. The author assumes that the proposed terms or rules are *khiyar 'aib* rights that have been applied by Indiva Stores as the seller.
6. Wawan furniture in this case accepts orders for goods, namely glass mirrors from small to large sizes. In the ordering process, the student shop cooperative includes specifications for the size of the glass mirror, the shape and number of items ordered. Orders are made via telephone and message. The minimum order time is 1 week and the maximum is 1

month. When the ordered goods arrived, it turned out that many things did not match, in terms of the size of the mirror, and the mirror broke during the shipping process. However, Wawan Furniture provides protection for its buyers by receiving complaints and reports on defective goods received by the buyer. So that mirrors that are not suitable and are damaged (broken) may be returned to Wawan Furniture by replacing them with new ones according to the order, but in this case it is not permissible to cancel the contract, in the sense that the contract will continue with the goods being replaced with new ones according to the order and not available refund.

7. In this case, the Gontor 2 sandal factory applies the *khiyar* right by providing a guarantee to the cooperative, where the existence of this guarantee provides protection to the buyer as a consumer of the sandal factory gontor 2 to pay attention to the goods that have been ordered and arrive at it, which if it is not appropriate is given the opportunity to return it to the sandal factory within 3x24 hours after the goods are received by the buyer. If the complaint is more than 3 x 24 hours, then the complaint is not accepted. From this, it can be seen that the Gontor 2 sandal factory applies *khiyar 'aib* and *khiyar* conditions.

### **An Overview of Fiqh Muamalah on the Implementation of *Khiyar* in *Ba'I Salam* Transactions at the Islamic Boarding School Darussalam Gontor for Girl 2**

*Ba'i salam* is a sale and purchase transaction, while the goods ordered do not yet have a form. Therefore, the delivery of goods is deferred, while payment is made in cash. This transaction is at first glance similar to a bonded sale and purchase, but in this transaction the quantity, quality, price and time of delivery of the goods must be with the terms agreed at the beginning of the agreement.(Harahap 2018) Basically, in buying and selling transactions in determining the contract, the transacting party has the right to continue or cancel a contract. A solution in Islam, offering the right of *khiyar*.

*Khiyar* is the right to vote for one or both parties who carry out the transaction to carry out or cancel the agreed transaction in accordance with the conditions of each party conducting the transaction.(Haroen 2007) In fiqh muamalah it is explained that *khiyar 'aib* can be carried out if the defect already exists when or after the contract is carried out before the handover occurs, but if disgrace appears after the handover, then there is no *khiyar*.(Djuwaini 2015) And what happened to the implementation of *khiyar* in the cooperative with the distributors of 7 distributors of La Tansa Sport, La Tansa Book, La Tansa Palen, Wismen, Indiva Store, Wawan furniture, and Gontor 2 sandal factory was in accordance with fiqh muamalah. Because what happens is that the item is defective, the buyer will only know after the contract is made and before handing over. And the disgrace or defect in the goods ordered is still there until the cancellation of the contract. Even the application of *khiyar 'aib* in the *ba'I salam* when viewed from the point of view of fiqh muamalah is permissible Because this

*khiyar 'aib* does not prevent the perfection of the handover of goods.(Al-Zuhaili 2005)

If most of the *ba'I salam* transactions apply *khiyar 'aib*, there is one distributor of foreign tourists who apply another *khiyar*, namely *khiyar ru'yah*. If the goods he sees are in accordance with the order and the criteria agreed upon during the sale and purchase, then the buyer can continue the contract, but if the goods received are not in accordance with what was ordered, the buyer has the right of *khiyar ru'yah*, namely the right to continue and accept the defective goods or cancel it and take back the price that has been given to the seller.

Actually in fiqh muamalah, the buyer has the right to get compensation, compensation, or replacement if the goods received are not in accordance with what they should be. However, there is one distributor in the cooperative, namely Wawan Furniture who in selling prefers to serve buyers (cooperatives) who complain about the quality of goods or there are defects in goods that are known to the buyer (cooperatives) after the sale and purchase takes place only in the form of exchange or replacement with other goods, while for the form of refunds or cancellation of buying and selling because they feel aggrieved. This makes the *khiyar* rights not implemented and makes the buyer in this case the cooperative to be more careful in transactions so as not to regret when a sale and purchase agreement has occurred.

Likewise with *khiyar* conditions, in this case *khiyar* conditions are also applied in the *ba'I salam* transaction at the Islamic Boarding School Darussalam Gontor for Girl 2 cooperative. In Fiqh muamalah *khiyar* the terms are indeed a matter of debate. According to Hanafiyah, Zafar and Syafi'iyah *khiyar* this condition is allowed by specifying a definite period of time and cannot be more than 3 days. Because, actually this *khiyar* is not allowed, with the reason that this *khiyar* prevents the transfer of ownership and the prevalence of buying and selling. However, the Hanabalah madzhab allows *khiyar* with a time limit agreed by both parties, less or more than 3 days.(Al-Zuhaili 2005) So in this case, the implementation of the *khiyar* conditions that occur in transactions between the distributors of the Gontor 2 sandal factory and the Darussalam Gontor For Girl 2 student cooperative according to fiqh muamalah, because the conditions given are with a guarantee for 3 x 24 hours or 3 days.

In fact, some scholars require that there be no *khiyar*, especially *khiyar ru'yah* on goods. If the order has *khiyar* rights, then the goods will be the responsibility of the seller, and so on.(Djuwaini 2015) For this reason, there is no need for a *khiyar* in the salam contract, it is enough to only mention the specifications of the goods for the validity of the salam contract.

The *khiyar 'aib* is still allowed, because the *khiyar 'aib* does not prevent the perfection of the handover of the goods. The customer must explain the place of delivery of the goods. The buyer must explain the place of delivery of the goods, especially if the delivery costs money, this is intended to avoid disputes in

the future related to transportation costs. Supposedly, goods are commodities that can be measured or weighed, so that will reduce disputes.(Al-Zuhaili 2005)

## Conclusion

The conclusion of this research is: **First**, that in the practice of *ba'I salam* carried out by the student cooperative of Gontor For Girl 2, namely as a buyer, and 7 distributors as sellers, they have implemented *khiyar* rights. The *khiyar* rights applied are *khiyar 'aib*, *khiyar ru'yah*, and *khiyar syarat* **Second**: when viewed from the fiqh muamalah point of view on the implementation of *khiyar* in the Islamic Boarding School Darussalam Gontor For Girl 2 cooperative, some of them are appropriate, namely in the application of *khiyar 'aib*, because what happens is a defect in the goods only known by the buyer after the contract is carried out and before the handover. And the disgrace or defect in the goods ordered is still there until the cancellation of the contract. But actually in *ba'i salam* there is no need for *khiyar syarat* or *ru'yah*, because according to fiqh muamalah If the order has *khiyar* rights, then the goods will be borne by the seller, and so on, it is enough just to mention the specifications of the goods for the validity of the salam contract. However, for *khiyar 'aib* it is still allowed, because because *khiyar* disgrace does not prevent the perfection of the handover of goods. **Third**: In the event that the Buyer actually has the right to get compensation, compensation, or replacement if the goods received are not as they should be. However, in the implementation of *khiyar* on *ba'I salam* transactions that occur in one of the distributors, it only applies to the exchange of goods, while for the form of refunds or cancellations of buying and selling, it is not allowed because they feel disadvantaged. This is what is not appropriate, which should be when there is a *khiyar 'aib*, then the right of the buyer in addition to being able to replace the goods with appropriate ones (not defective) may also not continue the contract, and return the funds (*ra'sul mal*) to the buyer.

## References

- Agung, Mahkamah Republik Indonesia Direktorat Jenderal Badan Peradilan Agama. 2011. *Kompilasi Hukum Ekonomi Syariah*.
- Al-Anshori, Syaikh Abi Yahya Zakaria. n.d. *Fath Al-Wahab*. Juz 1. Semarang: Toha Putra.
- Al-Fauzan, Saleh. 2005. *Fiqh Sehari-Hari*. Jakarta: Gema Insani Pres.
- Al-Subaily, Yusuf. 2019. *Fiqh Perbankan Syariah: Pengantar Fiqh Muamalat Dan Aplikasinya Dalam Ekonomi Modern*. Riyadh: Muhammad Saud Press.
- Al-Zuhaili, Wahbah. 2005. *Al-Fiqih Al Islami Wa Adillatuh*. Beirut: Dar al-Fikr.
- Djuwaini, Dimyauddin. 2015. *Pengantar Fiqh Muamalah*. Yogyakarta: Pustaka pelajar.

- Harahap, Isnaini. 2018. *Fiqih Muamalah Kontemporer*. Medan: Febi UIN-SU Press.
- Haroen, Nasrun. 2007. *Fiqih Muamalah*. Jakarta: Gaya Media Prtama.
- Hasanah, Dafiqa. 2019. “Konsep Khiyar Pada Jual Beli Pre Order Online Shop Dalam Perspektif Hukum Islam.” *Jurnal Iqtishoduna* 8 (2).  
“Http://Www.Gontor.Ac.Id/Panca-Jiwa.” n.d.
- Hasil wawancara di Koperasi Pelajar Pondok Modern Darussalam Gontor Putri 2
- Muslich, Ahmad Wardi. 2015. *Fiqih Muamalah*. Jakarta: Amzah.
- Salfianur, Nurwahida, Srianti Permata, and Muhammad Iqbal. 2021. “Implementasi Etika Bisnis Pedagang Islam Dalam Transaksi Akad Bay’ Al-Salam.” *Jurnal Asy-Syarikah: Jurnal Lembaga Keuangan, Ekonomi Dan Bisnis Islam* 3 (1): 51–63. <https://doi.org/10.47435/asy-syarikah.v3i1.545>.
- Saraswati, Ahmad. 2018. *Fiqih Jual Beli*. Jakarta: Rumah Fiqih Publishing.
- Shiddieqy, Hasbi Ash. 1957. *Pengantar Hukum Islam*. Cet. Ke-2. Yogyakarta: Bulan Bintang.
- Sudarsono. 2001. *Pokok-Pokok Hukum Islam*. Cet. II. Jakarta: PT. Asdi Mahasatya.
- Sugiyono. 2015. *Metode Penelitian Pendidikan: Pendekatan Kuantitatif, Kualitatif, Dan R&D*. Bandung: Alfabeta.
- Surya, Hariman. 2019. *Fikih Muamalah Teori Dan Implementasi*. Bandung: PT. Remaja Rosdakarya.
- أحمد, شيخ الإسلام مي زكريا بن محمد بن. 1971. *فتح الوهاب بشرح منهج الطلاب*. بيروت: دار الكتاب العلمية.