

MUAMALAH FIQH REVIEW ON RETURN OF REST OF PURCHASE WITH GOODS AND RETURN OF RESIDUAL PURCHASE AS INFAK AT SURYA PONOROGO SUPERMARKET

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ISSN Print: 2809-6738

ISSN Online: 2809-5855



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Receive on: June, 2021

Accepted on: November, 2021

Published on: January, 2022

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Declaration of conflicting interests:

The Authors declare that there is no conflict
of interest

How to Cite:

Azizah, R. I., Fikriawan, S., Nafi'ah, N., &
Puspitarini, T. (2021). Muamalah Fiqh
Review on Return of Rest of Purchase with
Goods and Return of Residual Purchase as
Infak at Surya Ponorogo Supermarket
. *NUSantara Islamic Economic Journal*, 1(1), 65-
76. Retrieved from
[https://journal.unisnu.ac.id/NUIEJ/article/
view/58](https://journal.unisnu.ac.id/NUIEJ/article/view/58)

Abstract

Usually in society, buying and selling activities are exchanges between money and goods. If there is a balance from the payment, it will be returned in the form of money, but in practice in the community there are refunds (especially in small amounts) in the form of goods such as candy and also in the form of infaq or alms. This study aims to determine the mashlahah review of the return of the remaining purchases with goods and the return of the remaining purchases as infaq. This research is a field research with a qualitative type of case study at Surya Ponorogo supermarket with data collection techniques through observation of transaction activities, interviews regarding the practice of returning the remaining purchases that cannot be cashed. Then drawing conclusions using the inductive method, which begins with revealing phenomena that are specific in nature and drawing conclusions using general or general theories of Islamic law. Based on the results of the study, the practice of returning the remaining purchases that could not be cashed in in a condition where the spare change was completely depleted. When viewed from the side of mashlahah, it does not conflict with Islamic sharia. Because this policy is part of muamalah activities that are made to eliminate difficulties for the sake of getting benefit. The policy of returning the remaining purchases by the Surya Ponorogo supermarket has considered the concept of mashlahah and does not conflict with existing texts.

Keywords : *Fiqh Muamalah, Review Fiqh, money refund, Infak*

JEL Clasification : I26

INTRODUCTION

Islam as rahmatan lil'alamin which is universal and flexible, Islam has the ability to respond to the development of mankind and the changing times. Islamic law is part of Islamic teachings originating from Allah SWT and His Apostle regarding faith and morals which are used as guidelines for the life of Muslims. Islamic jurisprudence tends to talk about sharia law which is amaliyah which follows the development of people's lives according to the situation and conditions of the times (Ali, 2007).

Islamic law must be able to respond to and answer various kinds of people's problems that occur at this time, these problems become very important if they are related to how muamalah fiqh is developed in order to answer various problems of current forms of economic transactions. As is the case with the issue of refunding the remaining purchases, the discussion of which is discussed in classical fiqh books is still global, so a more in-depth study of this issue is needed. In Islam, buying and selling is an exchange between objects for money or prices, where business or trade must be carried out voluntarily between two parties and in a justified way according to real rules. Where buying and selling there must be an agreement or agreement that both parties agree to carry out a sale and purchase transaction without any coercion (Ali, 2007).

Buying and selling is considered illegal if one of the sellers or buyers feels compelled. This is explained in the word of Allah in Surah An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالِكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْتُمْ تَجْرُونَ تَجْرَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: "O you who believe, do not eat each other's property in a vanity way, except by way of commerce that applies with mutual consent between you and do not kill yourself. Verily Allah is most merciful to you." (Qs. An-Nisa (3):29)).

From this verse, the criteria for a valid transaction are consensual elements in it. All forms of transactions that do not contain consensual elements, then the transaction is false, which means eating other people's property illegally. In Islamic law, the buyer's right is to receive a return of the price paid, which must be paid unless there is agreement or willingness of both parties. The presence of willingness cannot be seen because the willingness is related to the heart, a clear sign that shows willingness is consent and qabul. Rasulullah SAW said:

قَالَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ (روه ابن ماجه)

Meaning: "Indeed, buying and selling is only valid by letting each other go." (Abdillah Muhammad, Cairo: Mawqi Wizarah Al-auqaf al-misriyah).

The contract in trading or buying and selling is an engagement that is determined by consent and qabul based on the provisions of syara' which has an impact on the subject, which is oriented to seek material gain (Syafe'I, 2001). However, according to the Islamic perspective, a person's success in his business is not absolute from the results of his work, because the assets owned by humans are essentially the property of Allah SWT, humans are only representatives or holders of the mandate of these assets. Thus, in addition to trying to acquire property, humans also have the right to manage the assets they have acquired. Among the rights of humans to manage property is infaq. Therefore, Islam emphasizes to its people to distribute their assets through zakat, infaq, and alms. As the word of Allah SWT in Surah Al-Baqarah: 195.

وَأَنْفِقُوا فِي سَبِيلِ اللَّهِ وَلَا تُلْقُوا بِأَيْدِيكُمْ إِلَى التَّهْلُكَةِ وَأَحْسِنُوا إِنَّ اللَّهَ يُحِبُّ الْمُحْسِنِينَ

Meaning: "And spend your wealth in the way of Allah and do not throw yourself into destruction, and do good, because Allah loves those who do good." (Surat al-Baqarah (2): 195))

In people's lives, zakat, infaq and alms have a major social change impact, which can improve people's welfare. Infaq funds are able to help cover some of the necessities of life for the poor, while in terms of religion, the wealth donated will not be lost or exhausted, but will be multiplied by Allah SWT.

There are companies that have a policy in their trade, namely returning the remaining purchases by using goods or distributing the remaining purchases as infaq. This practice is one of the social changes, perspectives, and behavior of the sellers that raises new problems for Islamic law which is motivated by the tradition of traders when making buying and selling transactions where they do not have change in change as did Surya Ponorogo supermarket, namely giving candy. as a means of returning the remaining purchases or by distributing the remaining purchases as infaq.

Returns by using goods in the form of candy are the reason for traders to make buying and selling transactions at Surya Ponorogo Supermarkets. The results of the interview with Mr. Parno as the head of the Surya Ponorogo supermarket said that when making buying and selling transactions, consumers gave money as a means of payment to the cashier, but the cashier returned the remaining purchases with goods, namely candy if the cashier did not have the right money, such as Rp. 500 or Rp. 1000. If the cashier does not have the exact Rp.500, the merchant will give three candy bars and if the cashier does not have the exact Rp.1000, the cashier will give six pieces of candy, but if the return of the remaining purchases is above Rp. 1000 then the merchant always gives a refund of the remaining purchases in the form of money.

In this case, the return of the remaining purchases that were transferred to the candy can lead to deviations from the established rules of Islamic law, because these activities will be detrimental if the buyer is not sincere (rida). The system seems more coercive because not all buyers are willing to replace their change with goods, namely candy and because for consumers money is considered more important than goods, namely candy.

Agreements and approvals can be stated by contract, if it is associated with buying and selling then what is meant by the contract is a bond or agreement or agreement between the seller and the buyer, so that the sale and purchase has not been said to be valid before the *ijab qabul* is carried out and without any coercion between the two, because the *ijab qabul* shows the existence of willingness (pleasure). It is intended that in the activity of exchanging goods shown by mutual giving and receiving with consideration to gain benefits and maintain the value of justice. This has its own problems with the law of the buyer's residual practice of returning. There are concerns about injustice and coercion from one of the parties, namely the buyer, this can actually cause the contract to fail or the contract to be canceled due to an element of coercion, not an element of mutual consent.

In addition to returning goods, Surya Ponorogo Supermarket has another policy regarding the remaining purchases, namely distributing the remaining non-cashable returns as infaq. Where the consumer after completing the transaction then there is a residual return that cannot be returned in the form of money, it will be channeled as infaq funds from the buyer through the Surya Ponorogo supermarket.

Surya Ponorogo's self-service policy is quite positive, because in this case Surya is not only seeking massive profits personally but also paying attention to the social conditions of the community. However, the Surya Supermarket has not socialized the policy optimally, because with limited time to socialize it to consumers, the socialization media they use in the policy of transferring the remaining returns as infaq in writing, namely through shopping payment receipts where the receipt is written "unpaid returns" can be cashed and will be distributed as infaq" (Interview with Ms. Dwitayati as a consumer of Surya Ponorogo Supermarket, 27 December 2019).

However, this fairly positive policy is still seen as a form of unilateral policy from Surya Ponorogo supermarket, because the buyer will know about it after completing the sale and purchase transaction. Even though every muamalah activity, whether it is a *tijarah* contract or a *tabarru* contract, is always based on the agreement and the pleasure of the parties. The written agreement also does not rule out the attention of consumers. Because sometimes consumers don't pay attention to what points are written on shopping payment receipts other than prices and groceries. So they cannot be sure that they know that there is rupiah that they distribute as *infaq*.

Thus, the return of part of the consumer's rights by the Surya Ponorogo supermarket has not reached the stage of the agreement of the parties, because the return of the remaining purchases with goods, consumers sometimes prefer cash over candy, and the return of the remaining purchases with *infaq*, from the consumer there are those who do not know clearly regarding the transfer of the remaining return as *infaq*. From several policies carried out by Surya Ponorogo supermarkets, they should provide good service to consumers by not forcing consumers to agree to the policies of Surya Ponorogo supermarkets, in order to achieve the benefit of consumers and Surya Ponorogo supermarkets themselves.

In the main benefits that are agreed upon in all the Shari'a are included in five things, as calculated and called by the scholars the name *al-kulliyat al-khams* (five main things) which they consider to be the basics and general objectives of Shari'a that must be maintained, as said by Imam Ghazali and Imam Ash-Syathibi. That is guarding religion, guarding the soul, guarding reason, guarding property, and guarding offspring. In the protection of property, property is one of the core needs in life, which humans will not be separated from. Humans are motivated to seek wealth in order to maintain their existence and to increase material and religious enjoyment. However, all of these motivations are limited by three conditions, namely the property is collected in a lawful way, used for lawful things, and from this property the rights of Allah and the community in which he lives must be removed (Jauhar, 2009). The way to produce this property is by working and inheriting, so one should not eat other people's property in a false way and Allah forbids humans from eating the wealth from usury, it is stated in His word:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقْوَمُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Meaning: "Those who eat (take) usury cannot stand but like the establishment of a person who is possessed by Satan because of (pressure) madness. Their condition is because they say (opinion), Verily buying and selling is the same as usury. those who have reached him a prohibition from his Lord and then continue to stop (from taking usury), then for him what he had taken before (before the prohibition came) and his affairs (up to) to Allah. those who return (take usury), then that person is the inhabitants of hell, they will abide in it forever." (Surat al-Baqarah (2): 275)).

Of the many problems that arise in the return of the remaining purchases mentioned above, it raises questions in the community related to the legal status of the transfer of the remaining purchases with several policies made by Surya Ponorogo Supermarkets towards the return of the remaining purchases.

RESEARCH RESULT

Practice of Refunding Remaining Purchases with Goods or as *Infaq*

The results of the study refer to the results of interviews with Mr. Parno as the head of Surya Ponorogo Supermarkets where the buying and selling process at Surya Ponorogo

Supermarkets runs with the principle of honesty and trust and prioritizing customer satisfaction. So far, there have been no complaints or problems related to the buying and selling transaction process at Surya Ponorogo supermarket. However, there is one practice that has caught the attention of consumers, namely the practice of returning the remaining purchases that cannot be cashed and replaced with goods and as infaq. This practice is quite common in supermarkets, minimarkets and shops. Surya Ponorogo supermarket is one of the supermarkets that carry out this practice. Where there are certain conditions when the buyer pays for the goods purchased, then the buyer pays with more money while the supply of spare change at the cashier has run out, the consequence that must be accepted by the consumer is that the supermarket will return the remaining purchases with goods, namely candy or by donating.

The practice of returning the remaining purchases that cannot be cashed is replaced with goods, if the consumer has the remaining change that cannot be cashed because the supply of change at the cashier has run out, the cashier will offer the consumer the remaining change to be replaced with candy, with the calculation of the remaining change of Rp. 500, - then three candies will be given and if the remaining change is Rp. 1000, - then 6 candies will be given. With this condition, Surya Ponorogo supermarket was forced to carry out this policy because the supply of spare change had run out.

The policy by Surya Ponorogo Swalayan regarding the return of the remaining purchases is forcing consumers to accept the remaining money to be replaced with candy. With this policy, not all consumers agree with it, there are also some consumers who do not agree with the policy because for him money is more important and useful than candy. In addition to the policy of returning the remaining purchases with goods when the stock of spare change runs out, Surya Ponorogo supermarket also has another policy, namely returning the remaining purchases with infaq.

An interview with Zulia as a Surya Ponorogo supermarket cashier stated that in this policy, when consumers shop at Surya Ponorogo supermarkets after a customer transaction has left over change and the supply of spare change runs out, the cashier will offer consumers the remaining change to be donated. If the consumer does not want the remaining change to be replaced with candy, then another alternative, namely the remaining change that cannot be cashed, will be replaced as infaq. The policy does not specify a nominal standard for the remaining purchases to be donated, if consumers want to donate with the remaining money, regardless of the nominal amount, Surya Ponorogo supermarket can still be a consumer facility as a container for infaq. Previously, the cashier would offer first to consumers about the policy. However, during certain conditions such as many buyers queuing at the cashier's desk, sometimes the cashier does not have time to inform the buyer about the policy because to avoid long queues. In this case, the cashier will attach a statement that the remaining money from the purchase is donated to the customer's payment receipt. So, consumers will know how much the nominal amount of the remaining purchase money is invested because it is clearly stated on the payment receipt.

Infaq or alms is a social act that can help others in distress and become a good deed if you sincerely give it. Seeing the practice of refunding the remaining purchase money with infaq carried out by Surya Ponorogo supermarket by attaching a description of the remaining money being invested on the payment receipt is less accurate because not all consumers will carefully look at the payment receipt, even some buyers throw it away immediately after receiving the receipt. So the buyer does not know if the remaining money from the purchase is actually used as infaq. One of the ways in realizing the satisfaction of consumers who shop at Surya Ponorogo supermarket, the supermarket should provide a refund of the remaining purchase in the form of money so that it does not seem coercive on consumers, even though previously the cashier

offered to consumers about the policy, consumers agreed to the policy because they did not there is no other choice but to receive candy or infaq. So, in this condition, there is no consensual element between the seller and the buyer so that the transaction can be said to be invalid according to sharia.

At this time, change is very difficult to find among the public, so this affects the Surya Ponorogo supermarket in providing change to refund the remaining money from consumer purchases. Surya Ponorogo supermarket has set a policy of returning the remaining purchases to be replaced with goods and infaq will be applied if the cashier really does not have change, namely by giving candy as a substitute for change as a change for the rest of the purchase or by giving it to charity. But if the change is still there, the buyer or consumer will still get the remaining money according to the amount of the remaining purchases.

The practice of returning the remaining purchases is replaced with goods and as infaq, including the operational standards of Surya Ponorogo supermarket, so this is purely a policy that is carried out at certain times as described above. The factors behind the practice of returning the remaining purchases are replaced with goods and as infaq, among others:

1. Lack of availability of spare change at the Surya Ponorogo supermarket cashier.
2. The desire of consumers themselves who want to take goods or infaq as change.

The process of transferring the remainder of this return is different in each situation. Among others:

First, when the stock of change of one hundred rupiah to five hundred rupiah is still there, the cashier will always give change in the form of money. So, every buyer who purchases and has a remaining return of between one hundred rupiah and five hundred rupiah will still get a change in the form of money. Thus, the return of the remaining purchases with candy and infaq will be made if the cashier is really in an urgent situation.

Second, when the buyer has the remaining change under one hundred rupiah, the cashier will offer to donate it. Because, nowadays it is very difficult to find pennies under one hundred rupiah. Thus, the Surya Supermarket has given this policy to consider everything so as not to oppress consumers.

Third, the Surya Supermarket cashier will replace the remaining balance with candy without eliminating the policy of transferring the remaining purchases as infaq, if there is no stock of one hundred rupiah to one thousand rupiah denominations. So, if the stock of denominations of one hundred rupiah to one thousand rupiah is no longer available, every buyer who has change in the range of one hundred rupiah to one thousand rupiah will be replaced with candy. return of the remaining purchases that cannot be replaced with candy because the nominal is not equal to the price of candy, then the cashier will distribute it as infaq, for example if the buyer has a remaining change of Rp. 250, - then the buyer will receive a refund of Rp. 200, - in the form of candy and Rp. 50, - distributed as infaq.

Fourth, the process of transferring the rest of the return that occurs because of an agreement between the cashier and the consumer who is aware of the existence of the policy. So in this condition there are some buyers who choose to give their rupiah as infaq funds rather than return it with candy. So, if a person is shopping at Swalaya Surya and after completing the transaction he should receive a change of Rp. 5,300, - but because the cashier's supply of loose change runs out, the Rp. 300, - will be returned in another form. However, when the buyer does not want to be returned with another object and chooses to donate it, the money will be included as an infaq fund. And there is also a buyer after completing the transaction he has the remaining change below. thousand rupiah and the cashier did not have any change and the cashier offered to return the remaining purchases with candy or as infaq, but the buyer didn't want it all and just left it. So, the cashier will transfer the remaining refund as infaq even though there is no

agreement between the cashier and the consumer. The infaq funds that have been collected will be distributed to LAZIZMU then the infaq funds will be given to those who are entitled to receive them.

The increasingly rare and difficult to obtain small denominations or loose change has had an impact on trading activities. More and more pennies are needed to be used as change. These things force traders to take special actions, how to make people continue to buy their merchandise and can get the remaining money from their purchases without any deductions. So that traders can still sell their wares and can also give back the rest of the money they buy to consumers.

Conditions like this have made Surya Ponorogo Supermarkets look for ways so that they can return the money left over from consumer purchases. One way that has been done by many supermarkets at this time is to replace the remaining money from purchases by giving candy or by donating. Candy is considered an appropriate and practical item to be used as a replacement for the remaining money for purchases, because the average price is hundreds of rupiah, and it makes it easy for traders to be able to make it as a substitute for change, traders also have no more trouble finding loose change. nowadays more and more difficult to obtain. If consumers do not want the remaining money to be replaced with sweets, then there is another alternative policy in returning the remaining purchases, namely by donating, with this, traders provide opportunities for consumers to give charity to fellow humans in need.

With the phenomenon of this kind of practice, Surya Ponorogo supermarket carries out buying and selling practices that deviate from sharia, but the community seems to be permissive about this buying and selling practice. Because it's not only Surya Ponorogo supermarket that implements this policy, it turns out that supermarkets or other shops also enforce this policy. So, most of the people can understand this and it has become a natural and common thing among people in muamalah. However, it would be better if Surya Ponorogo Supermarket would no longer return the remaining money for purchases with goods or with donations. because the money returned with candy or infakkan is actually a one-sided, fraudulent and coercive act of consumers.

Sale and purchase is an agreement to exchange objects or goods that have value voluntarily between the two parties in accordance with the agreement or provisions that have been justified by syara'. According to Islamic law, every trade must be followed by a clear agreement at the beginning of the transaction. Both related to the object of sale and purchase and the price of the goods.

Fiqh scholars have also agreed that the main element in buying and selling is the willingness of two parties which can be seen at the time the contract takes place, namely by saying *ijab qabul*. *Ijab qabul* in the transaction must be clearly disclosed because it is binding on both parties. After the *sighat* contract or consent and *qabul* are pronounced, the ownership of goods and money has changed hands.

In this day and age, consent and *qabul* are no longer spoken but carried out with action. That the seller delivers the goods and the buyer submits an amount of money in accordance with the agreed price, as is the case in supermarkets and shops in general. The buying and selling process at Surya Ponorogo supermarket, consent and *qabul* is not always done verbally but is done with action. Where the seller will take the items needed himself and then hand it over to the cashier then the cashier will provide a payment receipt along with the groceries. The buyer will pay or hand over a certain amount of money to the cashier.

Seeing the practice of returning the remaining purchases to be replaced with candy and returning the remaining purchases by donating to the Surya Ponorogo supermarket, there are new buying and selling contracts or additional buying and selling contracts. In this case, the

sale and purchase contract that occurs at Surya Ponorogo supermarket is called bay' al-mu'atah, is a sale and purchase transaction that is not accompanied by consent and qabul and in the transaction there is no bargaining process. It should be understood beforehand that exchanging change for sweets, as is the case in society in general, is an istibdal and-dain contract (bartering for a dependent) that has come out of the first buying and selling concept. In a sense, with the completion of the buyer paying for the goods he bought with a nominal amount of money according to the price, the sale and purchase transaction is considered complete. Then when the money paid by the buyer exceeds the price of the goods purchased, then in such circumstances the seller has a responsibility (dain) on the buyer - this responsibility is used as the object of the istibdal contract.

The majority of scholars are of the opinion that the sale and purchase of mu'atah is legal if it has become a habit of the urf (customary) community and it does not harm many other parties. The ability and potential of humans in carrying out the law is different, so it is necessary to find a way to avoid difficulties by making legal exceptions. In Qawaidul Fiqh it is explained as follows:

الْمَشَقَّةُ تَجْلِبُ النَّيْسِيرَ

Meaning: "the objection can lead to ease".

Musaqqah then gave rise to the law of rukhsah which is a relief given to converts in certain circumstances. Judging from the rules of fiqh, it is permissible because of the scarcity of loose change which then does not meet the needs. As already mentioned, the practice of returning the remaining purchases with goods or with donations, some people have also considered this as something that is natural and understandable. But on the other hand, it is undeniable that there are still a small number of people who are not satisfied with this policy of refunding the rest of the purchase. Dissatisfaction or displeasure on one of the parties can indicate the absence of resignation 'an tardhin on one of the parties to the contract, said the Messenger of Allah:

عَنْ ابْنِ مَسْعُودٍ قَالَ سَمِعْتُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ يَقُولُ: إِذَا اختلفَ الْمُتَعَا مِلَانِ وَلَيْسَ بَيْنَهُمَا بَيِّنَةٌ فَأَقُولُ مَا يَقُولُ رَبُّ السَّلْعَةِ أَوْ يَتَرَدَا ن

From Ibn Mas'ud he said: "I heard the Messenger of Allah say: "If there is a dispute between two people who do muamalah and there is no supporting evidence between the two, then the words are in favor of the owner of the goods or both cancel the sale and purchase."

From the hadith it can be seen that if there is a dispute between two people who are buying and selling or in other words there is no 'antaradhin' between them, then they can choose to follow what the seller says or cancel the sale and purchase. So it is permissible to return the remaining purchases with goods and by donating them to the Surya Ponorogo supermarket. If in fact there are buyers who are not willing, then there is a choice, namely to follow Surya Ponorogo's supermarket policy by receiving the remaining money from the purchase with candy and by giving it away, or canceling the sale and purchase.

Mashlahah Review of Remaining Purchases with Goods and Return of Purchases Remaining as Infaq at Surya Ponorogo Supermarkets

In the operational procedure of Surya Ponorogo Supermarket, the cashier is assigned to always ask the buyer for approval regarding the remaining money from the purchase to be replaced with candy or by donating. However, according to the author's observations, it turns out that the cashier does not always ask for approval from the buyer before giving a replacement for the rest of the purchase, when many buyers are queuing at the cashier, to speed up time and avoid long queues, the cashier does not ask for the buyer's approval about returning the remaining purchases to be replaced with goods or donated (Interview with Ms. Indri as Cashier

Officer Swalayn Surya Ponorogo, 23 February 2020). So, it is not wrong if there are some consumers who feel dissatisfied when they receive the remaining money from the purchase to be replaced with goods.

In Islam buying and selling are sellers and buyers who exchange goods for money and determine prices for each other on a consensual basis, so that both obtain their needs legally. Buying and selling is an act that is most often carried out by everyone, whether it's buying and selling on a small or large scale. However, not all buying and selling transactions are carried out correctly. As explained in the Qur'an Surah An-Nisa verse 29 *"O you who believe, do not eat each other's property in a vanity way, except by way of commerce that applies consensually between you, and do not kill yourself, verily Allah is most merciful to you."*

Where the above argument emphasizes that it is forbidden to take property in vanity except by means of commerce that applies consensual. Surya Ponorogo supermarket has carried out buying and selling that have not fulfilled the consensual basis, but by forcing consumers to accept the remaining money from purchases with goods, namely candy or by giving infaq, because not all consumers are willing to buy candy or infaq as a means of return. The presence of willingness cannot be seen because the willingness is related to the heart, a clear sign that shows willingness is consent and Kabul. Even though when consumers are offered with this policy they agree, verbally agree but not necessarily from the heart, they are forced to accept the offer because there is no change.

Rasulullah Saw said :

قَالَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ إِنَّمَا الْبَيْعُ عَن تَرَاضٍ (رواه ابنمجاه)

Meaning: "Indeed, buying and selling is only valid by letting each other go" (narrated by Ibn Hibban and Ibn Majah) (HR. Ibn Majah).

Surya Ponorogo supermarket in realizing its social mission strives to carry out daily infaq fundraising activities by diverting the remaining non-cashable purchases. The Surya Ponorogo supermarket cashier every day will automatically distribute the refund as an infaq if there are buyers who in the completion of the transaction turn out to have change that cannot be returned with money. In this case, the Surya Ponorogo supermarket cashier is required to provide reports on the supermarket's income as well as the incoming infaq funds. This is done to facilitate the management of infaq funds obtained by Surya Ponorogo Supermarkets. The management of this infaq fund is carried out independently by employees of the Surya Ponorogo supermarket and distributed through the LAZIZMU institution.

So basically the rest of the change that will be included as infaq funds remains the property of the buyer, so that the assets or funds collected have met the criteria for assets that can be donated, namely their own, not joint property or property of others.

Therefore, the Surya Ponorogo Supermarket as a business institution that focuses on its operational activities to seek profit has its position as an intermediary to manage and distribute the infaq funds according to its function. So with consideration of the benefit (mashlahah) the Surya Ponorogo supermarket's decision to provide an infaq policy, collect infaq funds and distribute it to the LAZIZMU institution is allowed in Islam. Because basically, they do this to avoid consuming assets that are still subhat by being diverted to social activities to make it more useful. Even Surya Ponorogo Supermarket will report by publishing it through print media such as newspapers and electronic media such as radio. So that buyers who take part in it can find out the income of the funds and the allocation of the infaq funds. As recommended by Islam in Surah At-Tawbat: 103 *"Take zakat from some of their wealth, with that zakat you clean and purify them and pray for them. Verily, your prayer (becomes) peace of mind for them, and Allah is All-Hearing, All-Knowing."*

The above argument is used for the benefit of the people and prioritizes the closest people who are more in need. So it can be concluded that the policy carried out by Surya Ponorogo Supermarket on the return of the remaining purchases has taken into account the concept of *mashlahah* in Islamic Tashri and does not conflict with existing texts. In the practice of returning the remaining purchases to be replaced with goods or donated, it turns out that it has been done in many places and most people don't mind and understand this, but if there is also a little consideration, especially for those who are still dissatisfied with the practice of these policies.

This event is a new thing in buying and selling transactions, because at the time of the Prophet and his companions there had never been a phenomenon like this. However, Islamic law is not a rigid and static law. Because in determining the law, the scholars or mujtahids have had several methods, including the method of determining the law by considering or measuring *maslahah*. *Mashlahah* according to Usul Fiqh scholars, *mashlahah* does not only provide worldly goodness but also benefits hereafter, even according to them worldly benefits are only within the framework of realizing the benefits of hereafter (Syafe'i, 2015).

In Tashri 'Islam, *mashlahah* has a very important position. In fact, it has become an agreement among scholars of *ushul fiqh*, that the main purpose of Islamic law is to realize the benefit for humans and keep away from things that are detrimental to them. Apart from being the goal of Tashari' Islam, *mashlahah* is also seen as one of the foundations of Tashri' Islam because the legal system in Islam is upheld on the principles of eliminating difficulties, guaranteeing the general benefit of human beings and realizing comprehensive justice. However, *ulama' ushul fiqh* make criteria in applying *maslahah*, among others (Siroj, 2013):

1. *Mashlahah* must be in the field of *muamalah* so that the interests in it can be considered rationally and have absolutely nothing to do with worship.
2. *Maslahah* must be in line with the spirit of *sharia* and contrary to one of the sources of law.
3. *Mashlahah* must be in the interests of *daruriyah* and *hajiyah* not *tahsiniyah*.
4. More than that, there are still criteria that must be met, namely:
5. *Mashlahah* must be intrinsic, not *wahmi*.
6. *Maslahah* must be general, not special
7. *Maslahah* is not a *mashlahah* that is not taken into account which is clearly rejected by the texts.

Thus, the law regarding the practice of making refunds that cannot be cashed at Surya Ponorogo supermarket, both with written and oral explanations and only in writing when viewed from the side of *mashlahah* is permissible in Islam. Because this policy is part of the *muamalah* activity, which is made to eliminate the difficulty of the supermarkets in providing change and the buyers still get their rights. For the sake of obtaining the benefit of *durriyyah*, if the benefit is not taken and not enforced by Surya Ponorogo supermarket, then the buyer's rights will be owned by the seller and this can be categorized as usury, so that it can result in the loss of happiness in the hereafter, because usury itself is clearly and unequivocally declared unlawful. by *nash*.

CONCLUSION

After doing the research, based on the results of the research in the discussion, the following conclusions can be drawn:

1. The practice of returning the remaining purchases with goods and returning the remaining purchases with *infaq* has become a policy at Surya Ponorogo supermarket. In this practice, the Surya Ponorogo supermarket cashier provides candy or *infaq* as a substitute for

returns if there is no stock of small money or loose change. Buying and selling at Surya Ponorogo Supermarkets in Fiqh Muamalah's review is a mu'atah sale and purchase contract for buying and selling transactions that are not accompanied by consent and qabul and in the transaction there is no bargaining process. In the case of mu'athah it can also be withdrawn in istibdal issues, so that the practice of exchanging change for sweets without the consent of the buyer is still considered valid. By following the qaul jumhur ulama, the contract law with the mua'thah system is allowed and valid if it has become a habit of the urf (customary) community and does not harm many other parties.

2. Refund the remaining money from purchases with goods and by donating them to Surya Ponorogo Supermarkets, both with oral and written explanations or only in writing when viewed from masalah, it is permissible in Islam. Because this policy is to eliminate the difficulty of the supermarkets in providing small change for the sake of getting one-sided benefit. If this benefit is not taken, it can result in the loss of happiness in the hereafter.

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