

Views on *Khiyar 'Aib* Practices During the Covid-19 Pandemic: Case Pasar Raya Meulaboh

Asra Febriani*¹, Muhammad Riza Nurdin², Nadia Yustinur³

STAIN Teungku Dirundeng, Indonesia^{1,2}, Ritsumeikan University, Japan³

Email: asra.febriani@staindirundeng.ac.id¹, mrizanurdin@gmail.com²,
nadiayustinur98@gmail.com³

Abstract

The problem in this study is the practice related to the buyer's right in terms of returning transaction goods in trading because of the damage in the object of trade (*khiyar 'aib*) practice and this occurred during the Covid-19 pandemic which encouraged fraudulent actions in trade. The purpose of this research is to see the perspective of Sharia Economic Law on the practice of *khiyar 'aib* that occurred in Meulaboh Supermarket during the Covid-19 pandemic. The type of research that the author uses in this study is a type of qualitative research, in this study the author uses data collection techniques by combining two methods, namely literature research methods and field research methods. In the literature research method, the author presents data based on three data sources namely primary data source, secondary data source and tertiary data source. While in the field research method, the author presents data based on observations, interviews and documentation studies which the author then analyzes in a descriptive way. Based on the results of the study, it can be concluded that the practice of *khiyar 'aib* in the Pasar Raya Meulaboh continues to run in accordance with Sharia Economic Law both in terms of conditions, time limits, the abolition of *khiyar 'aib* and so on. The Covid-19 pandemic only affected the income of sellers at Meulaboh Supermarket, but did not affect the practices contained in it, especially the practice of *khiyar 'aib*. This research contributes to finding the practice of *khiyar* carried out by perpetrators of buying and selling transactions and presents it in the form of data where previously the practice of *khiyar* at Pasar Raya Meulaboh had never been exposed before even though this practice was carried out quite often. The author also identified that there were sellers and buyers who did not know that the practices they were carrying out were *khiyar* practices. This research also provides education to informants about the practice of *khiyar* that occurs among traders.

Keywords: *Khiyar 'Aib, Covid-19, Pasar Raya Meulaboh, Islamic Economic, Buying and Selling*

Abstrak

Permasalahan dalam penelitian ini adalah praktik yang berkaitan dengan hak pembeli dalam hal pengembalian barang transaksi dalam jual beli karena terdapatnya kecacatan pada objek jual beli (praktik *khiyar 'aib*) dan hal ini terjadi pada masa-masa sulit pandemi *covid-19* yang mendorong terjadinya

aksi-aksi penipuan dalam dunia perdagangan. Tujuan penelitian ini adalah melihat perspektif Hukum Ekonomi Syariah terhadap praktik *khiyar 'aib* yang terjadi di Pasar Raya Meulaboh dalam masa pandemi *covid-19*. Adapun jenis penelitian yang penulis gunakan dalam penelitian ini adalah jenis penelitian kualitatif, dalam penelitian ini penulis menggunakan teknik pengumpulan data dengan menggabungkan dua metode, yaitu metode penelitian kepustakaan dan metode penelitian lapangan. Pada metode penelitian kepustakaan penulis memaparkan data berdasarkan tiga sumber data yaitu sumber data primer, sumber data sekunder dan sumber data tersier. Sedangkan pada metode penelitian lapangan penulis memaparkan data berdasarkan hasil observasi, wawancara serta studi dokumentasi yang kemudian penulis analisis dengan cara deskriptif. Berdasarkan hasil penelitian dapat disimpulkan bahwa praktik *khiyar 'aib* di Pasar Raya Meulaboh tetap berjalan sesuai dengan Hukum Ekonomi Syariah baik dilihat dari syarat, batas waktu, hapusnya *khiyar 'aib* dan lain sebagainya. Adapun pandemi *covid-19* hanya mempengaruhi pendapatan para pedagang di Pasar Raya Meulaboh, namun tidak mempengaruhi praktik yang terdapat di dalamnya, terutama pada praktik *khiyar 'aib*. Penelitian ini berkontribusi untuk menemukan praktek *khiyar* yang dilakukan oleh pelaku transaksi jual beli dan menyajikan dalam bentuk data dimana sebelumnya praktek *khiyar* di Pasar Raya Meulaboh belum pernah terekspos sebelumnya padahal praktek tersebut cukup sering dilakukan. Penulis juga mengidentifikasi bahwa ada para penjual dan pembeli yang tidak mengetahui bahwa praktek yang mereka lakukan adalah praktek *khiyar*. Penelitian ini juga memberi edukasi kepada informan tentang praktek *khiyar* yang terjadi di kalangan pedagang.

Kata Kunci: *Khiyar 'Aib, Covid-19, Pasar Raya Meulaboh, ekonomi Islam, beli dan Jual*

INTRODUCTION

The Covid-19 pandemic is a virus that is endemic globally throughout the world, which originally came from China which appeared in early December 2019 in the city of Wuhan (Utomo, 2020). The Covid-19 outbreak has also spread to various countries, one of which is Indonesia. Indonesia began to be attacked by the Covid-19 virus in early 2020. Various issues regarding the corona virus in Indonesia were continuously reported, both on television, social media, newspapers and so on. This certainly makes all people in Indonesia panic and fear, moreover this virus continues to spread over time to various regions in Indonesia. This prompted the Indonesian government to issue policies to prevent the spread of the Covid-19 virus, such as health protocol regulations, which oblige the public not to do and even have to avoid crowds, use masks, lock down and so on (Gitiyarko, 2020). During the Covid-19 pandemic, some people choose

to remain vigilant by staying at home if there is nothing important to do outside and comply with health protocols.

The Covid-19 pandemic has affected various fields, one of which is trade. In Islam trading is one of the muamalah activities recommended by the Prophet Muhammad SAW because this activity is an activity that can meet the needs of the people and useful for many people. In a rule of fiqh regarding buying and selling stated that: "*The original law in all forms of muamalah is permissible unless there is an argument that forbids it*" (Admin, 2011). The purpose of this rule is that all muamalah activities and transactions are basically permissible unless there is an argument that forbids it such as the existence of elements of usury, gharar, maysir and everything that brings harm (Djazuli, 2011).

In trading, there are voting rights between the two parties, both sellers and buyers. This right to vote in Islam is called *khiyar*. *Khiyar* is a voting right that exists on both parties making a transaction to be able to carry out or cancel the agreed transaction in accordance with the conditions of each party making the transaction (Subhan ZA, 2017). Rasulullah SAW said: "From Ibn Umar ra. from Rasulullah SAW, that he said, "*If there are two people making a trading transaction, then each of them (has) the right of khiyar, as long as they have not separated and they are still together or one party gives the right of khiyar to the other party. However, if one party gives the right of khiyar to the other and then a trading takes place, then the trading is done, and if they separate after the trading occurs, while one of them does not (abandon) the trading, then the trading has been completed, happened (too).*" (HR. Al. Bukhari and Muslim)(Imam Bukhari, 2011).

Wahbah Al-Zuhaili claims that *Khiyar* is the ability to vote for one or both parties to carry out a transaction in order to carry out or cancel the agreed transaction in accordance with each party's specific requirements (Ghazali, 2012). Zuhaili (2011) defines the right of *khiyar* as *khiyar* in general, but in this study, the author concentrates on *khiyar 'aib*, one of the *khiyar* connected to flaws in commodities. If there is a flaw in the item being exchanged and the owner is unaware of it while the contract is in effect, *Khiyar'aib* gives both parties the option to terminate it or continue dealing (Amiruddin, 2016).

The practice of *khiyar' aib* occasionally causes regret in some people, particularly in the case of the sellers, who during the Covid-19 pandemic saw a significant decrease in turnover from pre-pandemic levels and undoubtedly felt alone among market patrons. It goes without saying that sellers want their goods

to be sold quickly and profitably. They are obviously unhappy if, during the pandemic, a buyer returns goods that they have sold because there is a record on the merchandise. This will undoubtedly cause issues for the seller, particularly during the challenging COVID-19 pandemic times. Additionally, this promotes the prevalence of fraud in the business world, particularly.

Khiyar is intended to shield parties who are vulnerable to losses and to preserve transaction balance (Humaidi, 2019). Generally speaking, sellers handle the issue of flaws in their products in a variety of ways. Some let the buyer cancel the transaction, while others let the defective product be returned and replaced with a new one. Some merchants have the policy that once an item is purchased, it cannot be returned; others permit returns and exchanges for new items but do not permit transaction cancellation.

Authors found at least three articles that discussed the issue of *khiyar*, with the uniqueness of each article. There are different gaps in each article with their respective advantages. The article in question is as follows:

First. *Khiyar Al-Majlis* (Option of Withdrawal before Parting) in Sale Contract Contemporary Applications. This article was written by Ur Rahman et al., (2017) explained that there are several research gaps that need to be explored further in this article. First, further research could be conducted to explore the impact of implementing *Khiyar al-Majlis* in online or distance contracts. How the adoption of these rules affects the validity of contracts as well as the process of withdrawing from an agreement before the parties separate in the context of online transactions needs to be reviewed in more detail. Second, research can be conducted to understand how *Khiyar al-Majlis* can be applied in the context of contracts involving modern communication tools such as fax, telex, telegraph, and other communication devices. Whether there is a difference in the application of these rules depends on the type of communication tool used and how the withdrawal mechanism from the contract can be effectively regulated in the context of modern technology (Ur Rahman et al., 2017).

Second. The Implementation of E-Commerce Consumer Option Rights (*Khiyar*) in Realizing Transaction Justice: A Study of *Maqasid Al-Shariah*. This article was written by Wijaya et al., (2023), that there are several research gaps that need to be explored further in this article. First, more in-depth research on the effect of implementing *khiyar* rights in e-commerce transactions on consumer and seller satisfaction. This is important to understand the extent to which *khiyar*

rights can provide fairness in transactions and have a positive impact on all parties involved. Second, a study that considers an Islamic economic perspective in optimizing *khiyar* rights in e-commerce transactions. In this case, it can be further explored how *khiyar* rights can maximize economic benefits and achieve *maqasid al-syariah* goals in trading activities. Third, research that identifies the obstacles that hinder the implementation of *khiyar* rights in e-commerce transactions, both in terms of regulations and business practices. This can help in designing more effective solutions to increase transaction fairness and protection for all parties (Wijaya et al., 2023).

Third. The Application of the *Khiyar al-Tadlis* (Option of Deceit) Principle in Online Contracts and E-Consumer Rights. This article was written by Bagheri & Hassan, (2015), the article discusses Islamic legal mechanisms that will provide electronic consumers who experience losses in online transactions the opportunity to revoke contracts or collect arsh (compensation). *Khiyar al-Tadlis* is a characteristic of Islamic law that is not found in other legal systems where consumers can cancel contracts in electronic-based transactions if there are indications of fraud. This option is implemented to maintain balance in online contracts and to protect consumers. This paper explores the legal protection of electronic consumer rights in online contracts through the application of Islamic legal principles *Khiyar al-Tadlis*. This article also examines this Islamic principle by considering Iranian law and European law as reference points (Bagheri & Hassan, 2015).

In article "Views On *Khiyar 'Aib* Practices During The Covid-19 Pandemic: Case Pasar Raya Meulaboh," the researchers explored the concept of "*khiyar 'aib*" in Islamic law allows individuals engaging in civil transactions to safeguard themselves and ensure they benefit from the transaction. This concept aims to prevent feelings of being taken advantage of and provides both parties with time to consider the sale and purchase agreement. The practice of *khiyar 'aib* involves giving the buyer the option to cancel the transaction or return the defective product. Studies have delved into different aspects of *khiyar 'aib* in Islamic business transactions, emphasizing the importance of fulfilling idealistic standards by both sellers and buyers. These studies have also highlighted the significance of adhering to principles of mutual consent and justice in Islamic economic dealings. Research conducted at Pasar Raya Meulaboh during the Covid-19 pandemic focused on exploring the implementation of *khiyar 'aib* in

trading transactions. The study utilized observations, interviews, and documentation techniques to understand how *khiyar 'aib* was practiced at the market Pasar Raya Meulaboh, a traditional market in Meulaboh, West Aceh, is renowned for its trading activities.

Based on the detailed information provided regarding the research on the practice of *khiyar 'aib* in Meulaboh Supermarket during the Covid-19 pandemic, here are some potential research gaps that could be explored further: 1) Impact of Fraudulent Actions: Further investigation into the specific types of fraudulent actions that occurred during the Covid-19 pandemic in relation to *khiyar 'aib* practices, analyzing the root causes of such actions, and proposing strategies to prevent and address fraudulent behavior in trade transaction; 2) Consumer Protection Measures: Exploring the effectiveness of existing consumer protection measures within Sharia Economic Law, particularly in safeguarding the rights of buyers in cases of damaged goods and fraudulent practices, and identifying potential areas for improvement or enhancement; 3) Adaptation of Trade Practices: Examining how marketplaces like Pasar Raya Meulaboh adapted their trade practices, including *khiyar 'aib*, to mitigate the impact of the Covid-19 pandemic, and assessing the resilience of these practices in times of crisis; 4) Role of Technology: Investigating the role of technology and digital platforms in facilitating transparent and secure trade transactions, particularly in the context of *khiyar 'aib* practices, and evaluating the potential benefits and challenges associated with incorporating technology into traditional trade practices; 5) Long-Term Sustainability: Assessing the long-term sustainability of *khiyar 'aib* practices in marketplaces like Meulaboh Supermarket, considering factors such as changing consumer behaviors, market dynamics, and regulatory frameworks, and exploring strategies to ensure the continued relevance and compliance of these practices with Sharia Economic Law.

Base on the explanation above, the author wants to explore the practice of *khiyar 'aib* which was carried out in trading transactions during the pandemic in the West Aceh area of Meulaboh City. This research is devoted to the Pasar Raya Meulaboh and the object of research is the sellers. In addition, the author also wants to expose the views of Sharia Economic Law on the practice of *khiyar 'aib* in Pasar Raya Meulaboh during the Covid-19 pandemic.

RESEARCH METHOD

The research method used a field research with qualitative method with observations, interviews and documentation techniques (Creswell, 2014). Observations of this study were carried out to observe directly the activities of trading and the practical of *khiyar aib* at Pasar Raya Meulaboh. This study aims to obtain a clearer, more complete and possible description and information for researchers to make observations. Therefore, the authors set the research location, namely at Pasar Raya Meulaboh having its address at Jalan Lueng Nek Aye, Johan Pahlawan District, West Aceh Regency, Meulaboh City.

The author's interview is used to find out information directly from the subject who is the sellers at Pasar Raya Meulaboh. The research subjects in this study were ten sellers who sell the products to buyers. In addition, this research also requires information about *khiyar aib* practices during the Covid 19 pandemic in Pasar Raya Meulaboh. Therefore, the subject of this study is very necessary in order to explore the information needed by the authors to complete this research.

RESEARCH FINDINGS AND DISCUSSION

Finding

Pasar Raya Meulaboh is a traditional market that has been in the center of the city of Meulaboh, West Aceh District for a very long time. Pasar Raya Meulaboh is one of the largest trading centers located at Jalan Alu Aye, Ujong Baroh Village, Johan Pahlawan District, West Aceh Regency. Pasar Raya Meulaboh stands beside Pasar Bina Usaha, it's just wider than Pasar Raya Meulaboh. The owner Pasar Raya Meulaboh is H. T. Kausar Nash and the manager is Muhammad Nur (N. Yustinur, personal communication, 2021a).

Buildings or shops in the market Raya Meulaboh is leased for a period of one year to sellers (N. Yustinur, personal communication, 2021b). Before its construction, Pasar Raya Meulaboh was an inn. Pasar Raya Meulaboh was built after the Tsunami and at the beginning of its construction this market was called Pasar Rakyat. However, this market changed its name to Pasar Raya Meulaboh because the validity period of the People's Market had expired. Therefore, to continue to establish this People's Market, it is required to make a new license accompanied by a change of market name as one of the requirements (N. Yustinur, personal communication, 2021b). Therefore, Pasar Rakyat changed its

name to Pasar Raya Meulaboh. But until now most Meulaboh people are more familiar with Pasar Raya Meulaboh with its initial name, namely the Pasar Rakyat. This is based on the results of interviews with supermarket managers. At the beginning of its construction, the shops in Pasar Raya Meulaboh were still made of wood. In 2013 Pasar Raya Meulaboh experienced a fire which caused the entire construction of the market to be destroyed by fire. In 2014 this market started a new development with better conditions, which has been made of walls until now (N. Yustinur, personal communication, 2021b).

The environment at Pasar Raya Meulaboh currently looks clean and neat, even though it is still a little cramped, but this market already has sufficient facilities. Pasar Raya Meulaboh which consists of 5 alleys and there are 77 shops in it. Each of these stores consists of one, two and even a shop consisting of 3 doors. This market mostly consists of clothing stores, namely as many as 76 clothing stores, both men's clothing and women's clothing as well as children's clothing stores and the other part is a shoe store consisting of 11 shops. Pasar Raya Meulaboh has toilet facilities and a prayer room which are on the left side of Pasar Raya, and there is also a parking lot which is right in front of the market (N. Yustinur, personal communication, 2021b).

This market typically opens at 6:00 WIB and closes at 18:00 WIB, but in Pasar Raya Meulaboh, there are actually a number of sellers who are open until the evening; however, these sellers typically only have storefronts to sell from. Based on interviews conducted with DN, one of the vendors of Pasar Raya Meulaboh, this information has been presented (DN, personal communication, 2021).

Pasar Raya Meulaboh, which is one of the market centers in Meulaboh City, is filled with trading transactions between sellers and buyers every day, it's just that this has become quiet after the arrival of the pandemic. Covid-19. Trading transactions at Pasar Raya Meulaboh have been quiet due to the Covid-19 pandemic, this has also affected the income of sellers at Pasar Raya Meulaboh. The trading system at Pasar Raya Meulaboh still uses a traditional trading system, for example, it is still possible to haggle over prices between sellers and buyers, as well as trading systems traditional payments too (AD, personal communication, 2021).

The Practice of *Khiyar 'Aib* in Sharia Economic Law

Regarding the trading transactions that take place between buyers and sellers, trading is considered a *muamalah* activity. In the language of commerce, voting is allowed in trade transactions between buyers and sellers. In Islam, the right to vote is known as *khiyar*. A voting right known as *khiyar* gives both parties to a transaction the ability to carry out or revoke the agreement in line with the terms set forth by each party executing the transaction (Subhan ZA, 2017).

There are various kinds of *khiyar* (voting rights) contained in trading transactions in the world of commerce, among the *khiyar* rights that are often encountered in everyday life include *khiyar* assembly, *khiyar* conditions, *khiyar 'aib*, *khiyar ta'yin* and *khiyar ru'yah* (Subhan ZA, 2017). One of the five types of *khiyar*, which discusses the right to vote for the goods contained defects in it is *khiyar 'aib*.

If there is a flaw in the item being transferred and the owner is unaware of it at the time the contract is made, *Khiyar' aib* gives both parties the option to end the transaction or carry on (Subhan ZA, 2017). In his book *Fiqh Muamalah*, Ahmad Wardi Muslich claims that even if *khiyar* is not necessary, *khiyar 'aib* is a type of *khiyar* that allows one to continue or stop a transaction because the thing being purchased has a flaw (Muslich, 2022).

Another way to understand *khiyar 'aib* is *khiyar* that is fixed for the buyer because of a '*aib*' or defect in the goods that were not disclosed by the seller or were unknown to the seller, but the defect has been present in the items since they haven't been sold. If the items possess qualities that typically result in a drop in the item's price or substance, *khiyar' aib* may occur (Eliska, 2017).

Scholars from Hanafiah and Hanabilah say that flaws in *khiyar* are anything that indicates a lack from the original, such as a diminished value based on customs, regardless of how little or how much less. As a result, the customer must decide whether to continue or cease *khiyar* if there are flaws in the items. According to Wahbah Al-Zuhaili's opinion, *khiyar* is a contract in which a contract actor has the option to *khiyar* (vote) whether to continue it or not. If the *khiyar* is conditional, such as *khiyar ru'yah* or *khiyar 'aib*, the contract can be cancelled, or if it is *khiyar ta'yin*, the contract can be chosen from two merchandise options (Zuhaili, 2011). If the purchaser fixes it because *Khiyar' aib* has conditions in the persistence of *khiyar*, the conditions for the application of

khiyar' aib according to fiqh experts after it is known that there is a defect in the item are (Zuhaili, 2011):

- a. The defect is known before or after the contract but the goods and price have not been handed over, or the defect is an old defect. If the contract has taken place and the buyer knows there is a defect, in such circumstances the contract is normal and there is no *khiyar*, because the buyer is willing with the item. If the buyer does not know about the defect, and after making the contract only finds out about it, in such circumstances the contract is declared correct but not a common sense (Rozalinda, 2016). The buyer has the right to make a dispute between returning the goods and taking back the payment submitted or asking for compensation in the form of a price reduction according to the condition of the defect, unless the buyer accepts such a thing or there are signs explaining willingness such as offering goods purchased for resale, use it or transact it (Sabiq, 2017).
- b. The buyer does not know that the goods have defects when the contract takes place. In this case, if the seller knows that the item is defective, but he hides it or doesn't explain it at the time the contract takes place, then the sale and purchase is *fasid* because there is an element of deception in it inside. Rasulullah SAW said: "From Abdullah bin Al-Harith he said: I heard Hakim bin Hizam ra from the Prophet Muhammad who said: the seller and the buyer may make *khiyar* as long as the two of them have not separated. If they are both true and clear, then they are both blessed in their buying and selling, and if they both lie and keep it secret, then the blessing of buying and selling is erased for both of them (HR. Al-Bukhari) (Imam Bukhari, 2011).
- c. When the contract takes place, the owner of the goods (seller) does not require that if there is a defect it cannot be returned. (Zuhaili, 2011) If the seller requires that there is no *khiyar*, then the buyer's rights fall. This is in accordance with the agreement of the Hanafiyah scholars, Syafi'iyah, and one of the narrations from Hanabilah which says that a seller does not ask the buyer to be released if a 'aib' is found if the 'aib' is known by both of them, unless the 'aib' is not known by the buyer.
- d. The defect does not disappear until the contract is cancelled. (Zuhaili, 2011). If the seller stipulates that there is no *khiyar* and the buyer agrees, then his rights are null and void. If the seller does not require it and the buyer does not know about the defect when the contract takes place, then the buyer still has the

right to cancel the contract for the goods that have these defects, and the defect will not disappear until the buyer cancels the contract for the goods that have these defects. If there is a dispute between the seller and the buyer regarding defects in the goods, and each of them cannot provide evidence, then what is accepted is the seller's word if accompanied by an oath. Uthman never gave a decision like this. Another opinion says that what is accepted is the buyer's word if it is accompanied by an oath, and he may return the goods to the seller (Zuhaili, 2011).

The return of transaction objects for goods that have defects based on the concept of *khiyar' aib* can be hindered due to: 1) The owner of the right of *khiyar* is willing with the defects in the goods, whether that is the agreement shown clearly through expressions and actions (Haroen, 2007). For example the buyer says "I am willing with this defect" and uses the item which shows the pleasure of the defective item as if using it; 2) The right of *khiyar* is aborted by the owner either through words or actions. For example, if the buyer says "I am aborting or canceling this *khiyar*". (Zuhaili, 2011); 3) The object that is the object of the transaction is lost or a new defect appears caused by the actions of the *khiyar* owner, or the item has completely changed in his (buyer's) hands; 4) There is material addition to the goods in the hands of the *khiyar* owner, for example if the object of trade is land and the land has been built or has been planted with various trees, or if the object is an animal, then the child of the animal has been born in the hands of the *khiyar* owner. However, if the addition is of a natural nature, such as goat's milk which is the object of trading or fruits from trees, then it does not impede the right of *khiyar*.

According to Malikiyah scholars, the time limit for *khiyar' aib* is adjusted to the customs applied in society or according to the circumstances required. For example, fruit that is going to spoil has three days before *khiyar*, two or three days to buy clothes, one month to own land, all of which are determined based on the needs and considerations of the goods being sold. Those who think like this because actually the time limit for *khiyar* depends on the goods being traded, because each item have differences (Rachmat Syafe'i, 2001).

Academics disagree on whether the vendor should be compensated for any flaws. This implies that the seller disclaims all liability for potential product flaws. The buyer then accepts this condition by clinging onto the perceived safety of the items when it becomes apparent that they have historical flaws. Zuhaili

(2011). According to scholars of Malikiyah, the condition of being free from defects is void except in cases where the seller is unaware of minor flaws or if the defect has been in the seller's possession for an extended period of time. Concerning flaws that are known to him, flaws that are not trivial and have not been in the possession.

Meanwhile, according to Hanabillah scholars, there are two narrations from Ahmad, one narration stipulates that the seller is not free unless the buyer is aware of the defect and this is Shafi'i's opinion, while another narration stipulates that he is free from all forms of defects that he does not know about and is not free from defects that he knew. Ibn Qudamah and others are of the opinion that people who sell animals or other things on condition that they are free from all forms of defects or from certain existing defects, then the seller does not can be free from it, whether the seller knows it or not (Zuhaili, 2011).

The goal of *khiyar' aib* is to guarantee the freedom of thinking for both the seller and the buyer, or for the person in need of *khiyar*. However, remorse is occasionally felt by one or both of the parties as a result of this arrangement (Amiruddin, 2016). If the items are returned after the sale and purchase contract, sellers are undoubtedly unhappy, and buyers who truly expected to receive the goods they paid for are undoubtedly unhappy if the money is returned after the sale and purchase contract. Therefore, a guarantee from both parties is required to establish whether or not *khiyar* is legitimate.

According to Islamic law, those who engage in civil transactions have the right of *khiyar*, which protects them from injury and enables them to obtain the intended advantage of the transaction as much as feasible. To put it another way, syara's holding *khiyar* in order to give both parties more time to consider how each will benefit from the sale and buy agreement, preventing remorse and preventing feelings of being taken of advantage (Ghazali, 2012).

The Practice of *Khiyar 'Aib* During the Covid-19 Pandemic at the Pasar Raya Meulaboh According to the View of Sharia Economic Law

The problem of *khiyar* disgrace has been written by previous researchers with a different object of study. These differences can be described as follows: An article written by Fatorina et al., (2023) which explains the position of *khiyar 'aib* in buying and selling antique motorcycles online. Fetri explained that the practice applied in buying and selling antique CB 100 motorcycles is not a *aib* because the

seller covers defects in the motorcycle body, the transaction used is a *rukayah khiyar* transaction so that the records on the motorcycle body cannot be known by the buyer. Such transactions are prohibited in Islam even though the contract of sale and purchase remains valid, because it brings glory to one of the parties. The difference with this article with Fetri's article lies in the object of study where Fetri specializes in CB 100 antique motorcycles, while the author generalizes to all properties sold in Pasar Raya Meulaboh. Then the field of study of Fetri includes *khiyar aib*, *khiyar rukyah* and benefit studies (*maslahat almursalat*) while in this article is only limited to *khiyar aib* in Meulaboh Grand Market during the covid 19 pandemic and its conformity with Islamic law review only.

An article written by Arwadi, (2017) with the title 'Comparative Study on the Limits of *Khiyar Al-'Aib* in Buying and Selling According to the Shafi'i School and Civil Law', which explains the views of the Shafi'i school regarding the limits of *khiyar aib* and the location of similarities and differences with Civil Law article 1511 BW. The difference with this article is that if Arwadi's study is only normative (a study of Islamic law and positive law), then this article is a proof of theory with reality on the ground, namely the implementation of *khiyar aib* at Pasar Raya Meulaboh during the Covid 19 pandemic.

Article written by Ijah, (2022). 'The Practice of *Khiyar Aib* About Selling and Purchasing Imported Clothes in the Perspective of Fiqh Muamalah (Study at the Fadhillahshop Store, East Lampung)' which explains the practice of *khiyar aib* which did not take place at the Fadilah Shop Shop because the seller required not to cancel transaction, the buyer is obliged to exchange with new goods that have no defects even if by adding costs if the product being exchanged is more expensive. This is contrary to muamalah fiqh because it is tyrannical to one of the parties. The difference with this study is that the practice of *khiyar aib* at Pasar Raya Meulaboh is well implemented, because traders at Pasar Raya Meulaboh understand the concept of Islamic law and are willing to return the buyer's money if there is a defect. In other words, the buyer is given the choice between continuing or canceling the transaction.

An article written by Hafizah, (2012) entitled '*Khiyar* as an Effort to Realize Justice in Islamic Business' which explains aspects of idealism in terms of *khiyar* that must be fulfilled by sellers and buyers. Yulia's writing narrates the philosophy of economic ethics in buying and selling, fulfilling the principle of mutual consent (*'an taradhin*) and fulfilling the principle of justice in Islamic economic transactions. The difference between this article and Yulia Hafizah's

article is that Yulia Hafizah's article is a normative study based on literature review only, while this article is the result of field findings and then analyzed using Islamic law.

Article written by Sriwahyuni, (2021) with the title 'Imam Al-Nawawi's Thoughts and Its Application in *Khiyar Aib* in Buying and Selling Practices at Alfamidi Polewali Mandar' which explains the failure to carry out *khiyar aib* at Alfamidi Polewali Mandar because Alfamidi's management refuses to cancel the transaction by the buyer unless the buyer exchange with other goods of equal price or more expensive. Then Sriwahyuni also explained Imam Nawawi's thoughts about the time limit for *khiyar aib* where Imam Nawawi gave a limit for *khiyar* for three days while Alfamidi gave a time limit for only one day. The difference between this article and Sri Wahyuni's article is that Sri Wahyuni's article describes the failures in implementing the practice of *khiyar 'aib* at Alfamidi Polewali Mandar and a study of Imam Nawawi's thoughts regarding the deadline for *khiyar*. While this article describes the fulfillment of the practice of *khiyar' aib* because it upholds the principle of benefit.

An article written by Ridawati, (2016) entitled 'The Concept of *Khiyar 'Aib* and Its Relevance to Guarantees' which explains the relevance of *khiyar 'aib* to the concept of guarantee in positive law where both of them give rights to consumers between continuing or canceling transactions. in this case the guarantee in positive law is in accordance with the principles of Islamic law. The difference with this article is that the article written by Mujiatun Ridawati is a normative study based on literature, while this article raises the reality on the ground with an analysis of Islamic law.

An article written by Indriati, (2016), entitled 'Application of *Khiyar* in Buying and Selling' which explains the normative study of *khiyar* in general. it describes the theoretical study of *khiyar* and its relevance to guarantees. different from this article which explains the application of *khiyar 'aib* by traders during the Covid 19 pandemic and its conformity with Islamic law.

Pasar Raya Meulaboh is one of the markets which is a trading center in Meulaboh which has experienced various events in trade transactions between sellers and buyers. One of the problems at Pasar Raya Meulaboh that often occurs is the problem of returning goods. This return of goods is motivated by a variety of reasons that are usually made by buyers, one of these reasons there is damage on the merchandise regarding goods that have defects in Islam there is the right to vote, both on the part of the seller and the buyer. This right to vote in

Islam is called the right of *khiyar 'aib*. *Khiyar 'aib* is the right to cancel or carry out a sale and purchase for both parties in the contract if there is a defect in the object being traded and the owner does not know the defect when the contract takes place.

The problem of *khiyar 'aib* in returning goods sometimes causes regret to one of the parties, especially the seller. Merchants certainly feel unhappy, if the merchandise is returned after buying and selling. Almost all sellers object to returning goods, especially if this occurs during difficult times Covid-19 pandemic (AD, personal communication, 2021).

Cases of returning goods that occurred at Pasar Raya Meulaboh are things that have often happened based on the recognition of most sellers. (AD, 2021). The return of this item also has a variety of different reasons, for example items that have been purchased are returned due to size errors such as items purchased that are too small or because they are too big, returns of merchandise due to color differences when buying at night and there are also buyers who return goods which he had already purchased for financial reasons, and various other reasons.(AD, 2021). However, only a small proportion of sellers experience returning goods because there are defects in their merchandise, especially during a pandemic. (JL, 2021). This is where the practice of *khiyar 'aib* applies in this market.

Various ways of settlement are generally carried out between sellers and buyers regarding the problem of returning goods, especially for goods that have damage or defects (voting rights on defective goods) including the following:

- a. Goods that have been purchased can be returned by the buyer by replacing a new item (with the same model, brand and price) or the buyer and seller can make a new transaction for a new item (object of sale and purchase), and the buyer can take back the money in another meaning, the buyer can cancel the transaction;
- b. Goods that have been purchased can be returned by the buyer by replacing a new item (with the same model, brand and price) or the buyer and seller can make a new transaction for a new item (object of sale and purchase), but the buyer cannot take the money back , in another sense the buyer cannot cancel a transaction that has already occurred;
- c. The items that have been purchased cannot be returned by the buyer with whatever reason, usually shops that use this method first make rules both orally and in writing which are usually addressed to the buyer so that the

buyer carefully examines the item he is going to buy before the item is taken away from the store. In other words, the buyer cannot cancel the transaction for the goods that have been purchased, especially if the item has been taken away from the store.

The three solutions above are solutions to the problem of returning merchandise, especially merchandise that has defects or damage. As for the settlement of the problem of returning goods that occurred at Pasar Raya Meulaboh, generally they also use the same method as above, most sellers use the second method, namely goods that have been purchased can be returned by the buyer by replacing new goods (with the model, brand, and price) same thing or the buyer and seller can make new transactions for new goods (object of trading), but the buyer cannot take back the money, the meaning is the buyer cannot cancel the transactions that have occurred (JL, personal communication, 2021).

Most sellers do not deny that the defect is not from them, unless there are signs that the defects in the goods are not from them. For example, at a clothes seller, the goods returned by the buyer have been used by the buyer and are usually seen from the smell on the clothes or from the buyer's acknowledgment as well as from the long return time which, according to the seller, could be a defect that arises when it is in the hands of the buyer. If the defect is a defect that existed before the sale and purchase transaction (old defect), of course the buyer will immediately return the item after knowing about it. However, if the item has been in the hands of the buyer for too long, according to the seller, the defect may arise after it is in the hands of the buyer, and in this case the seller does not accept returns, either to replace it with something new or for refund (CM, personal communication, 2021).

In Islam, if there is a dispute between the seller and the buyer regarding defects in the goods, and each of them cannot show evidence, then what is accepted is the seller's word if it is accompanied by an oath. Uthman never gave a decision like this. Another opinion says that what is accepted is the word of the buyer if it is accompanied by an oath, and he may return the goods to the seller. According to sellers in the main market, if there is a defect or damage to the goods, then it doesn't matter if the goods are returned, and the buyer has the right to continue or cancel the transaction they have made. However, there is also a Pasar Raya Meulaboh trader who still does not allow the goods that have been purchased to be returned by the buyer even though there is a defect in the

merchandise. Here we can see that this trader uses the third way used as a principle in trading (RZ, personal communication, 2021).

Regarding the return of goods that have defects or damage, most of them are returned by the buyer within 1 to 3 days after the handover of the goods. However, there is one clothing store where the owner has his own principles regarding the return of goods, especially goods that have defects or damage, namely if the goods purchased are new items, the return time is around one to three days, while for old items, the shop owner allows goods to be returned within a week (the longest) (CM, personal communication, 2021).

The Covid-19 pandemic has greatly affected to commerce sector, where all sellers admit that during the Covid-19 pandemic the market became quiet with visitors which affected their merchandise which became rarely sold due to the lack of visitors during the pandemic, their turnover decreased. What's more, when people prefer to buy and sell online, this encourages some sellers to buy and sell online opening an online shop besides selling on the market (YC, 2021). This helped a little for sellers who had difficulty selling their wares during the pandemic.

The sellers admit that during the Covid-19 pandemic, sellers experienced a significant reduction in turnover compared to before the arrival of the pandemic. However, the Covid-19 pandemic has not affected their trading practices, especially in returning defective goods (voting rights). The buying and selling practices carried out by sellers at Pasar Raya Meulaboh during the Covid-19 pandemic are the same as the practices they did before the pandemic. In the case of returning goods (the right to vote), especially goods that have defects or are damaged, all sellers admit that this practice was not affected by the Covid-19 pandemic at all, this practice was a practice that they had been doing long before the Covid-19 pandemic coming (CM, personal communication, 2021).

Most of the sellers admit that they object to the return of this item, however, because the return of this item is due to defects in the merchandise, they must be tolerant that this is different if the buyer is willing if the item is replaced or makes a new transaction for a new item, of course it is not a problem. problem for sellers. However, a small proportion of sellers admit that they do not mind if the goods are returned because there is a defect or damage to the goods even though it must end with a return of money, even though this happened during the covid-19 pandemic, because some of them had the principle that the goal in selling or trading was to achieve consumer satisfaction, so that consumer

satisfaction with service and quality of goods and prices would have a positive impact on sellers in increasing consumers/subscribers (CM, personal communication, 2021).

Judging from the perspective of Sharia Economic Law on the practice of *khiyar aib* that occurred at Pasar Raya Meulaboh, the practice of *khiyar 'aib* between sellers and buyers in this market is categorized according to Islamic law. Basically, in Islam in terms of *khiyar 'aib* rights, the buyer may return the goods by asking for a replacement or the buyer can cancel the transaction that has occurred because of the defects in the goods. This is in accordance with the definition of *khiyar 'aib*, which is a form of *khiyar* (the right to vote) to continue or cancel a sale and purchase, due to defects in the goods purchased, even though *khiyar* is not required. As for the definition of *khiyar* given by Wahbah Al-Zuhaili, which according to Wahbah Zuhaili the meaning of *khiyar* is a contract in which a contract actor has the right of *khiyar* (the right to vote) between continuing or cancel it (if the *khiyar* is conditional *khiyar*, *ru'yah* or *khiyar 'aib*) or choose one of the two merchandise (if the *khiyar* is *khiyar ta'yin*). If the buyer fails it because there is a defect ('aib) in the object of the transaction, the buyer has the right to take back the money, and is also obliged to return the defective item if he has received it (Zuhaili, 2011).

Therefore, the practice of *khiyar' aib* that occurred at Pasar Raya Meulaboh was mostly in accordance with Islamic law. Most sellers practice *khiyar' aib* in accordance with the teachings or values contained in Islamic law. Where in practice, most sellers do not prohibit or restrain the buyer if the buyer returns the goods he has bought because there are defects in the goods. (JL, 2021). As it is known that most sellers and even almost all sellers do not accept if the goods that have been purchased are returned by asking for money back. However, if this is because there is a defect in the merchandise, the merchant may return the item. The first step taken by the trader if this happens is to replace it with the same item, otherwise the trader will offer a new item. If the buyer is interested, they will bargain (conduct a new transaction for a new object) until they reach an agreement. However, if the buyer does not want new goods while the stock of the same goods has run out, the sellers with the heart of the sellers must return the buyer's money.

Based on the above, when viewed from the Sharia Economic Law, the practices carried out by sellers at Pasar Raya Meulaboh are in accordance with Islamic law, both in terms of the process or method of solving problems with

merchandise that has defects, terms and time of payment made between sellers and buyers. However, not all sellers practice *khiyar 'aib* in accordance with Islamic law, there is also a trader who has the principle that merchandise that has been purchased cannot be returned, in other words the buyer does not have the right to vote to cancel the transaction or the right to return defective goods. , even though the defect is from the seller. This is not in accordance with the practice of *khiyar* which should be carried out, especially in the practice of *khiyar 'aib*. Where the buyer should have the right to pay for defective goods is prevented by the seller's principle. This is where there is an internal deviation regarding the practice of *khiyar 'aib* that occurred at Pasar Raya Meulaboh.

Based on the Islamic view of the practice of *khiyar 'aib*, Pasar Raya Meulaboh is one of the traditional markets that practices the return of defective goods (*khiyar 'aib*) in accordance with Islamic law both from the method of settlement, the terms and the time of *khiyar* which is practiced at Pasar Raya Meulaboh.

Discussion

In this section, the authors will describe about the relationship of our findings to theory and another research findings. The relationship of this study and previous research is on the theoretical basis which entirely discusses the concept of *khiyar* in Islam, the types of *khiyar* and the perspectives of the scholars as well as the arguments used based on the Al-Quran and hadith. All research also describes the highest goal of Islamic law is to achieve the *maslahat* and reject the *mafsadat*. Islam does not want tyranny to happen to one of the parties based on the rule of '*la dharara wala zirara*' (may not give harm and may not receive harm).

The novelty of this study is the implementation of *khiyar aib* which is actually implemented by Pasar Raya Meulaboh traders which was not implemented by other traders in previous studies. This is caused by the application of Islamic Sharia in Aceh which raises awareness for traders to get blessings in earning a living. Because *muamalah* transactions do not only end in the world but will be held accountable by Allah in the Hereafter. As we know, Aceh is the only province that implements Islamic law in Indonesia and the people highly uphold the applicable law. Traders at Pasar Raya have regular activities, namely participating in recitations which are held every week to deepen religious knowledge, especially in the field of *fiqh muamalah*

The time limit for *khiyar áib* in Islamic law is three days. The buyer can return the goods to the seller if he finds defects in the goods which can reduce the desired quality of the goods within three days. Returning goods within a period of 3 days refers to the hadith of the Prophet Muhammad, namely: "If you are buying and selling then say there is no fraud. Then you can do *khiyar* in every item you buy within three days, if you like (agree) then you can hold it (continue buying and selling), and if you don't like it then you can return it to the owner ". (Narrated by Al-Bukhari and Muslim from Umar). (Imam Bukhari, 2011).

The hadith in this is a hadith that occurred at the time of the Prophet Muhammad when Habban bin Munqidz complained to Rasulullah SAW that he was deceived in buying and selling and the objects of trading transactions that occurred were food, clothing, animals, land and so on. However, at this time there were no transaction objects in the form of electronic goods and other similar items. Electronic goods are types of transaction objects in trading where if there is a defect, the defect is not visible within one to three days. Conversely, defects in electronic goods will only be seen when they have reached approximately one month of use. So in this case, according to the author, not all transaction objects have a three-day expiration date.

Scholars also differ in opinion regarding the period of *khiyar' aib*. Among them, according to Syafi'iyah scholars, he argues that the return of defective goods is required to be returned directly after knowing the defect. If the buyer knows and ends the return of the goods without being caused by obstacles, then his right to return the goods is null and void. Meanwhile, the Hanafiyah and Hanabilah scholars are of the opinion that *khiyar* in returning goods due to defects can be terminated (suspended). It is not required to return merchandise after directly knowing the defect. If the defects of the goods are discovered and then the return is terminated, the *khiyar* is not canceled until there are things that show willingness (Muhammadiyah, 2020).

According to Malikiyah scholars, the time limit for *khiyar' aib* is adjusted to the customs applied in society or according to the circumstances required. For example, fruit that is going to spoil has three days before *khiyar*, two or three days to buy clothes, one month to own land, all of which are determined based on the needs and considerations of the goods being sold. Those who think like this because actually the time limit for *khiyar* depends on the goods being traded, because each item is different (Nurjaman et al., 2021).

Based on the explanation above, the author analyzes that the 3-day period for *khiyar 'aib* has limitations which according to the author can only be applied to certain objects such as clothes, shoes and other objects whose defects can be seen in a relatively short period of time, so the agreement on the time of *khiyar 'aib* for three days is enough time to meet one's needs, unless there are things that are considered by the seller, such as the buyer of the goods being sick so that there is a delay in returning the goods unintentionally. However, given the current modern developments the author agrees more with the opinion of the Malikiyah scholars, the time limit for *khiyar 'aib* is adjusted to the customs applied in society or according to the circumstances required or depending on the object of the transaction being carried out.

In this case, according to the author, electronic goods have a one month expiration date. This determination is based on the needs and considerations of the goods being sold according to the opinion of the Malikiyah scholars. Because each item is different, the time limit for *khiyar* depends on the item being traded.

CONCLUSION

The practice of *khiyar 'aib* regulated in Sharia Economic Law has certain provisions such as conditions, time limits for *khiyar 'aib*, the elimination of *khiyar 'aib* and other provisions regarding *khiyar 'aib*. In the practice of *khiyar 'aib*, the buyer has the right to cancel or continue the transaction if there is a defect in the object being traded and the owner does not know about the defect when the contract takes place. There is no difference of opinion among the scholars regarding the permissibility of *khiyar 'aib*, the scholars agree that the law of *khiyar 'aib* is *mubah* (permissible). The practice of *khiyar 'aib* at Pasar Raya Meulaboh during the Covid-19 pandemic continues to run in accordance with Sharia Economic Law, both in terms of terms, time limits, the elimination of *khiyar 'aib* and so on. The Covid-19 pandemic has only affected the income of sellers in Pasar Raya Meulaboh, but does not affect the practices contained therein, especially in the practice of *khiyar 'aib*.

REFERENCES

- AD. (2021). *Interview about transactions between sellers and buyers* [Personal communication].
- Admin. (2011, November 14). Semua Muamalah Boleh, Selama Tidak Ada Dalil Yang Mengharamkannya—STID DI AL-HIKMAH JAKARTA. *Alhikmah*. <https://alhikmah.ac.id/segala-sesuatu-urusan-dunia-dan-muamalah-adalah-sah-dan-mubah-selama-tidak-ada-dalil-yang-mengharamkan-dan-membatalkannya/>
- Amiruddin, M. M. (2016). Khiyār (hak untuk memilih) dalam Transaksi On-Line: Studi Komparasi antara Lazada, Zalara dan Blibli. *Falah: Jurnal Ekonomi Syariah*, 1(1), 47–62. <https://doi.org/10.22219/jes.v1i1.2695>
- Arwadi. (2017). Studi Komparasi Tentang Batasan Khiyar Al-'Aib dalam Jual Beli Menurut Mazhab Syafi'i dan Hukum Perdata. *Asy-Syari'ah : Jurnal Hukum Islam*, 3(1), 67–85. <https://doi.org/10.55210/assyariah.v3i1.253>
- Bagheri, P., & Hassan, K. H. (2015). The Application of the Khiyar al-Tadlis (Option of Deceit) Principle in Online Contracts and E-Consumer Rights. *Mediterranean Journal of Social Sciences*. <https://doi.org/10.5901/mjss.2015.v6n4p155>
- CM. (2021). *Interview with seller about the information of the market* [Personal communication].
- Creswell, J. W. (2014). *Research design: Qualitative, quantitative, and mixed methods approaches* (4th ed). SAGE Publications.
- Djazuli, A. (2011). *Kaidah-kaidah fikih: Kaidah-kaidah hukum islam dalam menyelesaikan masalah-masalah yang praktis*. Kencana pranada media group. <https://lib.ui.ac.id/detail.jsp?id=20294728>
- DN. (2021). *Interview about transactions between sellers and buyers with vendors of Pasar Raya Meulaboh* [Personal communication].
- Eliska, E. (2017). *Analisis Eksistensi Khiyar dalam Akad Jual Beli (Studi Perbandingan Empat Mazhab)* [Thesis, UIN Ar-Raniry Banda Aceh]. <https://library.ar-raniry.ac.id/270/>
- Fatorina, F., Masdar, M., & Sutikno, C. (2023). Khiyar Aib Terhadap Praktik Jual Beli Online Motor Antik CB 100. *El-Uqud: Jurnal Kajian Hukum Ekonomi Syariah*, 1(1), 61–69. <https://doi.org/10.24090/eluqud.v1i1.7699>

- Ghazali, A. R. (2012). *Fiqh Muamalat*. Kencana Prenada Media Group.
- Gitiyarko, V. (2020, December 20). *Kebijakan Pemerintah Menangani Covid-19 Sepanjang Semester II 2020*. kompas.id. <https://www.kompas.id/baca/paparan-topik/2020/12/20/kebijakan-pemerintah-menangani-covid-19-sepanjang-semester-ii-2020>
- Hafizah, Y. (2012). Khiyar Sebagai Upaya Mewujudkan Keadilan Dalam Bisnis Islami. *At-Taradhi: Jurnal Studi Ekonomi*, 3(2), 165–171. <https://doi.org/10.18592/taradhi.v3i2.571>
- Haroen, N. (2007). *Fiqh Muamalah*. Gaya Media Pratama.
- Humaidi, M. R. (2019). *Online Shopping :Reformulasi Konsep Khiyār Majlis [Undergraduate, UIN Sunan Ampel Surabaya]*. <http://digilib.uinsa.ac.id/34596/>
- Ijah, A. (2022). *Praktik Khiyar Aib Tentang Jual Beli Baju Impor Dalam Perspektif Fiqih Muamalah (Studi di Toko Fadhillahshop Lampung Timur)* [Thesis, UIN Raden Intan Lampung]. <http://repository.radenintan.ac.id/19656/>
- Indriati, D. S. (2016). Penerapan Khiyar Dalam Jual Beli. *Jurnal Ilmiah Al-Syir'ah*, 2(2), Article 2. <https://doi.org/10.30984/as.v2i2.220>
- JL. (2021). *Interview with seller about the information of the market* [Personal communication].
- Muhammadiyah, R. (2020, July 30). *Khiyar dalam Jual-Beli*. Muhammadiyah. <https://muhammadiyah.or.id/2020/07/khiyar-dalam-jual-beli/>
- Muslich, A. W. (2022). *Fiqh Muamalat*. Amzah. <https://books.google.co.id/books?id=qCuAEAAAQBAJ>
- Nurjaman, M. I., Januri, J., & Nuraeni, N. (2021). Eksistensi Khiyar Dalam Perkembangan Transaksi Jual Beli. *ILTIZAM Journal of Shariah Economics Research*, 5(1), 63–72. <https://doi.org/10.30631/iltizam.v5i1.696>
- Rachmat Syafe'i, R. (2001). *Fiqh Muamalah*. CV Pustaka Setia.
- Ridawati, M. (2016). Konsep Khiyar 'Aib dan Relevansinya dengan Garansi. *TAFATTAQH: Jurnal Hukum Ekonomi Syariah Dan Ahwal Syahsiyah*, 1(1), 80–92. <https://ejournal.kopertais4.or.id/sasambo/index.php/tafaqquh/article/view/3040>

- Rozalinda. (2016). *Fikih Ekonomi Syariah: Prinsip Dan Implementasinya Pada Sektor Keuangan Syariah*. Raja Grafindo Persada.
- RZ. (2021). *Interview Informasi Pasar Raya* [Personal communication].
- Sabiq, S. (2017). *Fiqih Sunnah Jilid 1*. Republika Penerbit. https://www.google.co.id/books/edition/Fiqih_Sunnah_Jilid_1/mJOhDwAAQBAJ
- Sriwahyuni. (2021). *Pemikiran Imam Al-Nawawi dan Aplikasinya dalam Khiyar Aib pada Praktek Jual Beli di Alfamidi Polewali Mandar* [Thesis, IAIN Parepare]. <https://repository.iainpare.ac.id/id/eprint/4025/>
- Subhan ZA, Moh. Ah. S. (2017). Hak Pilih (Khiyar) dalam Transaksi Jual Beli di Media Sosial Menurut Perspektif Hukum Islam. *Akademika*, 11(01), Article 01. <https://doi.org/10.30736/adk.v11i01.157>
- Ur Rahman, M. H., Amanullah, M., & Mohiuddin, M. (2017). Khiyar Al-Majlis (Option of Withdrawal before Parting) in Sale Contract, Contemporary Applications. *Turkish Journal of Islamic Economics*, 4(2), 37–50. <https://doi.org/10.26414/tujise.2017.4.2.37-50>
- Utomo, B. (2020). Telaah Kebijakan: Penanggulangan Covid-19 Di Indonesia. *Pengamalan Indonesia Dalam Menangani Wabah Covid-19*, 2–18. <http://perpustakaan.bnpp.go.id/index.php?p=fstream-pdf&fid=264&bid=1887>
- Wijaya, A., Idrus, A. M., Maulidah, T. A., Asti, M. J., & Nurjannah. (2023). The Implementation of E-Commerce Consumer Option Rights (Khiyar) in Realizing Transaction Justice: A Study of Maqasid Al-Shariah. *Al-Manahij: Jurnal Kajian Hukum Islam*, 17(1), 69–82. <https://doi.org/10.24090/mnh.v17i1.7673>
- Yustinur, N. (2021a). *Field Observation* [Personal communication].
- Yustinur, N. (2021b). *MN Pengelola Pasar Raya Meulaboh* [Personal communication].
- Zuhaili, W. (2011). *Fiqih Islam Wa Adillatuhu*. Gema Insani Press.