

A SHARIA CONTRACT REVIEW OF THE SALE OF BURLAP SACKED GOLD BEARING ROCK FRAGMENTS WITH POTENTIAL GOLD CONTENT

Yola Ivana Haeman

Fakultas Hukum, Universitas Islam Indonesia

Email : 25921021@students.uii.ac.id

ARTICLE INFO	ABSTRACT
<i>Article History</i> <i>Recieved Feb 2026</i> <i>Accepted Mar 2026</i> <i>Available April 2026</i>	This study examines the practice of buying and selling chunks of rock in burlap sacks suspected of containing gold in Sekar Mengkuang Village, Muara Bungo Regency, from the perspective of Sharia contracts. The gold bearing rock fragmentss are sold without sorting or testing for gold content, and sellers unilaterally set prices based on intuition, mine location, and gold bearing rock fragments color. Using a descriptive qualitative approach and empirical legal research methodology, data were collected through observation, interviews, and documentation, then analyzed qualitatively, this study finds gharar fahisy because the gold content constitutes the core value of the object, and it integrates khiyar al-ru'yah with maqasid al-shariah dan hifz al-mal al-shariah in a local mining context. The results indicate that the essential elements of a sale namely, the parties, the offer and acceptance (<i>ijab qabul</i>), and the subject matter of the contract are formally fulfilled. However, the subject matter of the contract does not meet the requirement of clarity because the gold content which constitutes the core value of the goods is unknown to both parties. This transaction involves <i>gharar fahisy</i>, elements of speculation, and information asymmetry that contradict the principle of <i>hifz al-mal</i>. <i>Khiyar al-ru'yah</i> provides only partial protection. This practice can be aligned with Sharia principles through transparency regarding the object of the contract, the inclusion of a right of rescission clause, restructuring into a <i>musyarakah</i> contract, or setting a price based on measured weight.
<i>Keywords:</i> <i>Sharia contract, gharar fahisy, khiyar al-ru'yah, maqasid al-shariah, gold-bearing rock.</i>	

INTRODUCTION

Islam, as a comprehensive religion, governs all aspects of human life, including the realm of muamalah that is, interactions among people in the fields of economics and commerce. The fundamental principles of muamalah in Islam emphasize the importance of justice, transparency, and freedom from gharar (*excessive uncertainty*), maysir (*speculation for profit*), and riba in every transaction. In the Islamic legal system, the validity of a sale and purchase transaction depends heavily on the fulfillment of a number of conditions that have been normatively established, one of these is the absence of elements of uncertainty, speculation, or ambiguity that could cause harm to either party¹. Islamic law permits trade, as stated in Q.S. Al-Baqarah: 275, *Allah has permitted trade and forbidden riba*, provided that the transaction is free of gharar, maysir, and riba.

The primary purpose of buying and selling in Islam is to achieve *maslahah*, not merely to obtain financial gain. *Maslahah* refers to anything that brings benefit whether in the form of gaining advantages, doing good, or averting harm². One of the main foundations of Islamic law is the contract of sale, which serves as a means to help fellow human beings³. The permissibility of sale is established by the Qur'an, the Sunnah, and the consensus (ijma') of scholars. Regarding the basis of buying and selling, Allah SWT states in Surah An-Nisa, verse 29.

“O you who believe, do not consume one another's wealth unjustly, except through trade conducted on the basis of mutual consent among you. Do not kill yourselves. Indeed, Allah is Most Merciful to you”

The verse above explains that Muslims are prohibited from taking or consuming the property of others through unjust means, which can be defined as coercion, theft, gambling, or the acquisition of property through despicable means. The verse prohibits acquiring property through unlawful means such as coercion, theft, and gambling, and permits trade only on the basis of mutual consent (*taraḍin*). Mutual consent presupposes that both parties know the essential characteristics of the goods; where the core value of the goods is unknown, the consent is not fully informed.

Islamic commercial law therefore requires that a sale be concluded with mutual consent, without coercion or fraud, and that the goods sold be clearly defined in their existence, type, and quantity. It is explained that buying and selling transactions must be conducted on a mutually consensual basis, without coercion or fraud that could harm either party. Furthermore, the laws governing the goods being bought and sold must be clearly defined⁴.

In practice, some transactions are conducted without a clear understanding of the type, weight, or size of the goods. Consequently, such transactions often lack clarity, resulting in one party suffering a loss. Any transaction involving ambiguity regarding the

¹ Hariman Surya Siregar dan Koko Khoerudin, *“Fikih Muamalah (Teori dan Implementasi)”* (Bandung: PT Remaja Rosdakarya, 2019) Hlm 95

² Hasbi Umar, *“Nalar Fiqih Konteporer”*, Cet 1 (Jakarta : Gaung Persada Press, 2007) Hlm 112

³ Abdul Rahman Ghazaly, Gufron Ihsan, dan Saipudin Shidiq, *“Fiqih Muamalat”* (Jakarta: Kencana Prenadamedia Group, 2010)Hlm 68

⁴ Muhammad Djakar, *Hukum Bisnis* (Yogyakarta: PT Lkis Printing Cemerlang, 2009) hlm 181

goods being bought or sold is prohibited in Islam due to the presence of an element of *gharar*⁵.

Gharar is a transaction that contains elements of uncertainty or speculation, doubt or ambiguity, and other factors that result in a lack of willingness to enter into the transaction⁶. In this regard, *gharar* can be viewed as a risk that may affect the fairness and transparency of an agreement⁷. Originally, *gharar* also meant danger and referred to something whose truth is unknown. In practice, some transactions are conducted without a clear understanding. Linguistically, *gharar* means danger or risk and refers to something whose reality is unknown (*majhul*). According to Ibn Taymiyyah, *gharar* is something whose outcome is unknown, such as the price, quantity, quality, and time of delivery. Scholars distinguish minor *gharar* (*gharar yasir*), which is tolerated, from excessive *gharar* (*gharar fahisy*), which invalidates a contract. The prevalence of speculative practices containing *gharar*, *maysir*, and *riba* also poses a challenge to establishing a financial system aligned with Islamic values⁸.

Sekar Mengkuang Village, in Limbur Lubuk Mengkuang Subdistrict, Muara Bungo Regency, has gold deposits in its soil and rock layers, and gold mining is the main livelihood of most residents. This activity has produced a secondary trade in which rock fragments extracted from the mine are sold in burlap sacks before the gold is extracted. Comparable gold-mining-based transactions have been studied elsewhere, such as the sale of gold-mining waste in Mandailing Natal and profit sharing in a gold mine in Buru. To the author's knowledge, however, the sale of unsorted rock in sacks has not been examined from the perspective of Sharia contract law.

The main issue in this practice is that the gold content of the rock fragments is neither visible nor measurable at the time of the contract. A buyer may profit if the rock contains substantial gold, or lose the purchase price if it contains little or none. Because the core value of the object is unknown, the practice raises the question of whether the object meets the requirement of clarity (*ma' lum*) in Sharia contract law.

Based on this background, this study addresses three questions: (1) how the sale of gold-bearing rock fragments in burlap sacks is practiced in Sekar Mengkuang Village; (2) how this practice is assessed under the pillars and conditions of sale and the prohibition of *gharar*; and (3) to what extent *khiyar al-ru'yah*, viewed through *maqasid al-shariah dan hifz al-mal al-shariah*, protects the parties.

⁵ Yosi Kumita Sari, "Faktor-Faktor Terjadinya Jual Beli Gharar (Studi Kasus Petani Kencur Di Desa Lubuk Balam Kabupaten Bengkulu Utara)" (Skripsi: Institut Agama Islam Negeri Bengkulu, 2021) Hlm 68

⁶ Nahbatul Sasyariah, "larangan jual beli Gharar : kajian ekonomi tematis bisnis di era digital" *Mukaddimah: Jurnal studi Islam Vol. 2, No. 1* (2022) Hlm 41-58. <https://ejournal.uin-suka.ac.id/pusat/mukaddimah/article/view/2902>

⁷ Muthia Azzahra, Lara Dewi Alma, Dan Intan Nuraini Azzahra. "Gharar Konsep Memahami Dalam Fiqih: Definisi Dan Implikasinya Dalam Transaksi" *Hikmah: Jurnal Studi Pendidikan Agama Islam Vol. 1, No. 4* (2024) Hlm 145-153. <https://ejournal.aripafi.or.id/index.php/Hikmah/article/view/265>

⁸ Nisha Hafizo, Aida Humaira and Mualimin Muchammad Sahid. "Cryptocurrency From Maqāṣid Al-Shari'Ah Perspective: Regulatory Comparison Of Indonesia And Malaysia" *Maqashid : Jurnal Hukum Islam Vol. 9 No. 1* (2026) Hlm 1-22. <https://ejournal.alqolam.ac.id/index.php/maqashid/article/view/2456>

Previous studies have analyzed gharar in similar transactions. This study achieves a different outcome because its subject matter is distinct: whereas previous studies addressed the processing of sand and waste from gold milling where the primary value lies in the sand and waste themselves, which are already known here the core value is the gold content, which is unknown to both parties. The uniqueness of this study lies in (1) the local context of Muara Bungo, which has never been examined through the lens of Sharia contract law, and (2) its integration of *khiyar al-ru'yah* with *maqasid al-shariah* dan *hifz al-mal al-shariah* to assess whether the buyer's right of choice provides sufficient protection against gharar.

METHOD RESEARCH

This study employs a descriptive qualitative approach within empirical legal research, drawing primary data directly from the community where the practice occurs⁹. The approach suits questions about how a transaction is practiced, how participants understand and price the object, and how the practice corresponds to Sharia contract law, all of which call for narrative description and interpretive analysis¹⁰. Assessment norms come from the fiqh muamalah literature, combining empirical findings and normative analysis in one design. The research was conducted from January to April 2026 in Sekar Mengkuang Village, Limbur Lubuk Mengkuang Subdistrict, Muara Bungo Regency, Jambi Province, selected purposively because the practice of selling rock in burlap sacks is a recurring form of trade in this small-scale gold mining center.

Informants were selected through purposive sampling using three criteria: adults of sound mind, personal involvement as seller, buyer, or processor in sack sales of gold-bearing rock, and willingness to give informed consent¹¹. The sample covers the three roles in the transaction chain: the seller who sets the price, the buyer who bears the risk, and the processor who learns the gold content only after crushing. Three key informants were interviewed, identified by initials: IK, a seller with more than five years of experience; NL, a buyer who usually purchases eight to fifteen sacks at a time; and JB, a processor. The small sample reflects the narrow scope of the study and the information-rich position of each informant¹². The study does not claim statistical generalization, and informants' figures on sacks yielding no gold are treated as estimates.

Data were collected through observation, interviews, and documentation¹³. Non-participant observation recorded sack sizes, rock type and color, how prices are stated, and how offer and acceptance (*ijab qabul*) are exchanged. Semi-structured face-to-face interviews in Indonesian followed a written protocol covering five themes: the course of

⁹ Lexy J. Moleong, "*Metodologi penelitian kualitatif* (Edisi Revisi : Cetakan ketiga puluh delapan)" (Bandung : PT Remaja Rosdakarya, 2018) Hlm 67

¹⁰ Umri dan Hengki Wijaya, *analisis data kualitatif: teori konsep dalam penelitian pendidikan* (Makassar: sekolah tinggi Theologia Jaffray, 2020) Hlm 86

¹¹ Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, dan R&D* (Bandung: Alfabeta, 2019).

¹² George A. Akerlof, "The Market for 'Lemons': Quality Uncertainty and the Market Mechanism," *The Quarterly Journal of Economics* 84, No. 3 (1970): 488–500. <https://www.sfu.ca/~allen/Akerlof.pdf>

¹³ Bambang Sunggono, *Metode Penelitian Hukum* (Jakarta: Raja Grafindo Persada, 2010) Hlm 43

the transaction, price formation, knowledge of gold content, outcomes and risks, and the processing stage, including the use of mercury and the *linggangan* and the costs incurred¹⁴. Interviews were audio-recorded and transcribed with permission, or otherwise noted in detail. Photographs and field notes on sack dimensions and stated prices completed the documentation.

Ethical safeguards were applied because informants' livelihoods depend on the practice studied. Informants were told the study's purpose, the use of the data, and their right to decline or withdraw, and verbal consent was recorded beforehand. They are named only by initials, and identifying details and quarry locations are omitted. Data were analyzed through reduction, display, and conclusion drawing, with transcripts and field notes coded against categories drawn from the Sharia literature: the pillars and conditions of sale, *gharar* and its degrees, information asymmetry, *khiyar al-ru'yah*, and *maqasid al-shariah* with *hifz al-mal*, while remaining open to emerging themes¹⁵.

DISCUSSION RESULTS

The Practice Of Buying And Selling Chunks Of Rock Packed In Burlap Sacks That May Contain Gold

One of the regions in Indonesia with natural resource potential in the form of gold deposits within soil and rock layers is located in the village of Sekar Mengkuang, Limbur Lubuk Mengkuang Subdistrict, Muara Bungo Regency. These geologically rich mineral deposits have prompted the majority of the village's residents to engage in gold mining as one of their livelihoods. This small scale mining activity years and has become a significant pillar of the local economy. In mining, miners search for soil and rock that contain gold or gold veins, although the gold content is sometimes minimal. From this activity emerged a secondary practice: the sale of rock fragments extracted from drilling, packed in burlap sacks, before the gold is extracted¹⁶. the buying and selling of chunks of rock extracted from drilling, packed in burlap sacks, before they undergo further processing to extract their gold content¹⁷.

The findings show that transactions are conducted directly. Buyers collect the sacks on the spot, either by visiting the seller or by meeting at a single location, and the sale is concluded at that meeting. Before the sale takes place, the excavated gold bearing rock fragments are placed into burlap sacks without any prior selection or sorting. The sacks come in two standard sizes 40×80 cm and 65×80 cm which differ in capacity and

¹⁴ Matthew B. Miles, A. Michael Huberman, dan Johnny Saldaña, *Qualitative Data Analysis: A Methods Sourcebook*, 3rd ed. (Thousand Oaks: SAGE Publications, 2014). Hlm 68

¹⁵ Mohd Shahid Mohd Noh, Suffian Haqiem Nor Azelan, dan Muhammad Izzul Syahmi Zulkepli, "A Review on Gharar Dimension in Modern Islamic Finance Transactions," *Journal of Islamic Accounting and Business Research* (2024), <https://doi.org/10.1108/JIABR-01-2023-0006>

¹⁶ Fitri Nuri Aswari, Zul Anwar Ajim Harahab dan Sawaluddin Siregar. "Analisis Gharar Dalam Jual Beli Limbah Tambang Emas Di Kecamatan Muarasipongi Kabupaten Mandailing Natal, *Jurnal El-Thawalib: Vol 4 No. 1* (2023) 24-36. <https://jurnal.uinsyahada.ac.id/index.php/thawalib/article/view/7902>

¹⁷ Hayati Hehamahua. Bagi Hasil Tambang Emas dalam Perspektif Ekonomi Islam (Studi Pada Tambang Emas Gogorea Kec.Waeapo, Kab.Buru) *E-Jurnal: Ekonomi Bisnis Dan Akutansi. Vol 7. No. 2* (2020) Hlm 159-162. <https://ejeba.journal.unej.ac.id/article/view/19597>

indirectly influence pricing. Because the rock is not sorted, buyers can see the rock but cannot know its gold content before it is processed.

This practice has become a fairly common business among local gold bearing rock fragments traders. The price of each sack is set unilaterally by the seller based on their intuition and experience with the quarry site, ranging from Rp100,000 to Rp500,000 per sack. There is no mechanism for testing or verifying the gold content before a transaction takes place, so the price depends on the quarry's distance and terrain, the size of the sack, and the color of the rock for extracting the gold bearing rock fragmentss. IK, a seller of gold bearing rock fragments chunks who has been in this business for more than five years, explained, "I set the price based on where I got the gold bearing rock fragments and how intense its color is, because those are what attract buyers."

Mr. stated that he buys rock already packed in burlap sacks, usually eight to fifteen sacks depending on his budget, and takes them home to extract the gold. It is unclear how much gold is produced from processing the chunks of rock, as the yield can vary widely. According to NL, of every eight sacks purchased, four to five typically yield no gold, although this does not happen every time.

In the process of extracting gold bearing rock fragments, According to the informants, the color of the rock is a key factor in determining its price. Clear white or milky-white gold bearing rock fragmentss, such as quartz, typically fall into the lowest price category, followed by dark gray to black and reddish-brown or yellowish gold bearing rock fragmentss in the mid-range¹⁸. Gold bearing rock fragmentss ranging in color from brass to bluish-green that contain sulfide minerals such as pyrite or chalcopyrite command higher prices at the top of the price scale. NL, who has purchased sacks several times, stated that he is attracted to the possibility of obtaining a large return.

But behind all the excitement lies a bitter reality that buyers often face. Not every chunk of rock contains gold, and quite a few buyers end up with nothing but ordinary rocks despite having spent a considerable amount of money. NL has experienced this firsthand: *"I once bought a sack that cost quite a bit, but when I opened it, the contents fell far short of my expectations I found very little gold, and there were almost no signs of it at all."* That's a risk many buyers are well aware of, yet it doesn't stop them from trying their luck with the next sack.

According to Mr. IK, stated that processing gold-bearing rock can be profitable, although it requires mercury to separate the gold from the rock after it is crushed by machine, and the use of a traditional tool called the linggangan, a cone-shaped pan. NL disagreed: in his view the process is difficult, takes a long time, and does not always produce a profit, although he could not state the actual profit. Since every job carries risks, Mr. JB added that risk is inherent in this work: if the rock contains no gold, the

¹⁸ Wulan Sari Wali, Wiclif Sephnath Pinoa, Johan Riry. Memahami Perspektif Masyarakat Lingkar Tambang Terhadap Pertambangan Emas Tanpa Izin (PETI) di Desa Gogorea Kecamatan Waeapo Kabupaten Buru. *Jurnal : Pendidikan Geografi Unpati . Vol. 3 No. 2 (2024)* Hlm 218-229 <https://ojs3.unpatti.ac.id/index.php/jpgu/article/download/13374/7888>

processor loses both the rock and the chemicals used. According to JB, of every ten sacks processed, three to four typically yield no gold, although losses do not occur in every batch.

A seller who sells chunks of rock stored in burlap sacks containing gold does not know whether there is gold inside. Wanting to make a profit, he simply sells pieces of rock from the mine, which are sometimes very large. Thus, the seller conceals the goods he is selling, but the buyer stands to lose out due to the speculative nature of the transaction. Because there is still.

A Review of Sharia Contracts Regarding the Practice of Buying and Selling Bags of Rock Fragments That May Contain Gold

For a sale and purchase transaction to be valid, the essential elements and conditions of the transaction must be fulfilled by both the seller and the buyer. If the essential elements and conditions of a sale and purchase contract are met, the transaction is valid according to Islamic law; however, if any of the essential elements or conditions are not met, the transaction is invalid and is even prohibited (*haram*) under Islamic law¹⁹.

Scholars of hadith and fiqh have agreed that the prohibition in this hadith renders the act impermissible and results in the contract being invalid (*fasid* or *batil*, depending on the school of thought)²⁰. In addition, there is also a hadith from Ibn 'Umar, may Allah be pleased with him, that specifically prohibits selling something that does not exist or whose condition is unknown:

لَا تَبِعْ مَا لَيْسَ عِنْدَكَ

Do not sell something that you do not possess (or whose existence is unclear).
(HR. Ahmad, Abu Dawud, dan Tirmidzi)

Imam As-Syaukani, in his book *Naylul Authar*, explains that the *illat* (legal rationale) behind this prohibition is not merely that the goods are not in the seller's possession, but rather the uncertainty regarding the quantity, nature, or ownership of the goods²¹. This is highly relevant to the case of a lump of gold bearing rock fragments in a burlap sack, where the gold content as the core value of the goods being sold is unknown to both parties before processing.

The majority of fiqh scholars have established that a sale and purchase transaction requires three essential elements: (1) *al-'aqidain*, namely the two parties entering into the contract the seller and the buyer; (2) *al-shighat*, namely the *ijab* and *qabul* that express the agreement; and (3) *al-ma'qud 'alaihi*, namely the subject matter of the transaction,

¹⁹ Ian Alfian, Muhammad Ramadhan & Muhammad Yafid. Unraveling Gharar Practices: A Literature Study on Islamic Economic Transactions in the Global. *ICEES Vol 2 No 1* (2024) Hlm 707-715 <https://icess.uin-suska.ac.id/index.php/1/article/view/139>

²⁰ Adiwarman Karim, *Riba, Gharar dan Kaidah-Kaidah Ekonomi Syariah: Analisis Fikih & Ekonomi*. (Jakarta: Rajawali Press, 2016) Hlm 87

²¹ Muhammad Bin Ali Al-Syaukani, *Naylul Authar Syarh Muntaa Al-Akhbar* (Beirut: Dar al-Jil, (1973) Hlm 223

consisting of the goods and the price. In the book *Kifayatul Akhyar* by Imam Taqiyuddin Al-Hushni, a sale and purchase is defined as the exchange of property for property for the purpose of disposal, accompanied by the verbal expressions of *ijab* and *qabul* in accordance with valid rules²².

The three pillars are formally fulfilled in Sekar Mengkuang: there are a seller and a buyer who are of legal age, of sound mind, and acting without coercion, the *ijab qabul* is expressed in words commonly understood as sale and purchase (*I sell and I accept*) at a single meeting²³, and there is an object with an agreed price. According to the informants, The *ijab qabul* takes place in a single gathering without coercion. Source: interview. However, formal fulfillment of the pillars does not guarantee that the conditions attached to the object are met²⁴.

Furthermore, the item being bought or sold must be clearly identified in terms of quantity, weight, or type. A transaction that leaves uncertainty about the goods is invalid. In a hadith narrated by Muslim from Abu Hurairah, may Allah be pleased with him, he said, “The Messenger of Allah, peace be upon him, forbade the sale by throwing pebbles (*bay' al-ḥaṣāh*) and the sale involving deception (*gharar*). “Throwing” here refers to throwing a specific item or throwing at items that have been placed in a certain location, such that none of the items are actually hit; the buyer receives nothing even though the money has already been handed over to the seller. Thus, this practice causes a loss to the buyer. Similarly, purchasing land “as far as a throw” and so on is invalid because the quantity and type of the item are not visible²⁵.

The process of buying and selling gold-bearing gold bearing rock fragments in Sekar Mengkuang Village remains unclear. Neither the sellers nor the buyers know whether there is gold inside these gold bearing rock fragments. Islam does not, in principle, address the buying and selling of gold-bearing gold bearing rock fragments in detail. Every commercial transaction must adhere to legal principles in accordance with the rules of fiqh. The object of the sale in Sekar Mengkuang is unclear in its core value: at the time of the contract, neither the seller nor the buyer knows whether the rock contains gold, or how much. Although the Qur'an and Hadith do not mention this specific practice, it is assessed through the general prohibition of *gharar* and the conditions of a valid sale.

The sale of gold-bearing rock fragments in burlap sacks fulfills the pillars of sale formally, as there are two contracting parties, an *ijab qabul*, and an object with a price.

²² Taqiyuddin Abu Bakar bin Muhammad Al-Hushni, *Kifayatul Akhyar fi Hilli Ghayatil Ikhtishar*. (Surabaya: Al-Hidayah, 1993) Hlm 146

²³ Mutia sari putri, Husni Mardian dan Rindang susanto, Penerapan Rukun dan Syarat Jual Beli dalam Transaksi Online Berdasarkan Ekonomi Syariah, *Jurnal Of Syariah Economic And Halal Tourism*, Vol 3. No. 2 (2024) Hlm 39-52 <https://journal.alifa.ac.id/index.php/jseht/article/view/246>

²⁴ Fajar Cahyani. Praktik Jual Beli Tebasan Dalam Perspektif Hukum Ekonomi Syariah. *Jurnal Justisia Ekonomika*. Vol. 1 No. 1 (2017) Hlm 1-10. <https://journal.um-surabaya.ac.id/JE/article/view/1020>

²⁵ Deddi Ajir, Fikih Perbandingan Tentang Syarat dan Rukun Jual Beli serta Relevansinya dengan Jual Beli Modern, *Risalah Iqtisadiyah: Journal of Sharia Economic*, Vol. 1, No. 1, (2022) Hlm 33-46 https://www.researchgate.net/publication/369881787_Fikih_Perbandingan_Tentang_Syarat_Dan_Rukun_Jual_Beli_serta_Relevansinya_dengan_Jual_Beli_Modern

However, the object does not satisfy the condition of clarity, because its core value, the gold content, is unknown to both parties.

Transparency in buying and selling is also a key factor in preventing disputes or the potential for discord. Lack of transparency about the object of a sale gives rise to *gharar* and may lead to disputes. It is comparable to the transactions prohibited as *bay' al-gharar* (sales involving excessive risk) and *bay' al-majhul* (sales of unknown goods). This type of transaction is similar to those directly prohibited in Islam, such as *bai' al-gharar* (transactions involving excessive risk) and *bai' al-majhul* (transactions involving unknown goods)²⁶ The essence of a transaction lies in the goods being bought and sold, the quantity, weight, measure, or other dimensions of which must be known. The Prophet Muhammad (peace be upon him) explicitly prohibited such transactions, as mentioned in an authentic hadith:

هَيَّ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ الْغَرَرِ

The Prophet Muhammad (peace be upon him) has forbidden transactions involving gharar.” (HR. Muslim No. 1513)

Scholars generally distinguish tolerable *gharar* (*gharar yasir*) from *gharar* that invalidates a contract (*gharar fahisy*) using several criteria. Applied to this case: first, the degree of uncertainty is high, as the informants report that roughly 30–60% of sacks yield no gold. Second, the uncertainty concerns the principal object of the contract, because the gold content is the core value of the goods, not a marginal detail. Third, the transaction does not appear to be necessitated by a need (*hajah*) that cannot be met otherwise, since the parties could use alternatives such as pricing by measured weight or profit sharing²⁷. Fourth, local custom (*urf*) does not justify the practice: although it has been common for five years and informants accept the risk, custom cannot legitimize *gharar* that is *fahisy* in the core of the object. The *gharar* in this practice is therefore *fahisy*, not *yasir*.

In *muamalah fiqh*, one of the legal instruments regarding the ambiguity of the subject matter of a contract is *khiyar al-ru'yah* that is, the right granted to the buyer to proceed with or cancel the transaction after personally inspecting the condition of the goods that are the subject matter of the contract, provided that those goods could not be physically inspected or verified at the time the contract was concluded²⁸. The majority of scholars from the Hanafi, Maliki, and Hanbali schools of thought state that *khiyar al-ru'yah* is prescribed in Islam, The Shafi'i school (*qawl jadid*), by contrast, does not permit the sale of unseen goods and therefore does not recognize *khiyar al-ru'yah* in the same way as narrated in a hadith of the Prophet (peace be upon him): “Whoever buys

²⁶ Enang Hidayat, *Fiqh Jual Beli* (Bandung: Pt Remaja Rosdakarya, 2015) Hlm 52

²⁷ Yahya bin Syaraf al-Nawawi, *Syarh Shahih Muslim* (Beirut: Dar Ihya' al-Turats al-'Arabi, 1392 H), *Kitab al-Buyu'*, bab *butlan bay' al-hashah wa al-bay' alladzi fih gharar*.

²⁸ Neni Herdianti, Fitriani, dan Ida Latifah, “Klasifikasi Bentuk-Bentuk *Khiyar Jual Beli* Perspektif Ulama Dalam Perekonomian Islam,” *Journal of International Multidisciplinary Research*, Vol. 2, No. 5 (2024) Hlm. 388. <https://journal.banjaresepacific.com/index.php/jimr/article/view/489>

something he has not seen has the right to choose (*khiyar*) after seeing it. If he wishes, he may take it, and if he does not wish to, he has the right to leave it.” (Narrated by *Al-Baihaqi in As-Sunan Kubra*) Some hadith scholars regard this narration as weak; its legal basis is therefore also supported by the principle of preventing harm to the buyer. The basis for this legal provision indicates that Islam does not entirely preclude transactions involving unseen goods; rather, it provides a protective mechanism in the form of a right of choice for the buyer to prevent them from being unilaterally disadvantaged.

In Sekar Mengkuang, buyers can see the rock when a sack is opened, so *khiyar al-ru'yah* can protect them against differences in the visible condition of the rock, such as its type, color, and quantity²⁹. However, the value that matters most, the gold content, cannot be seen and becomes known only after chemical extraction. A right of option exercised when the sack is opened therefore cannot protect against the main uncertainty. Moreover, the informants stated that sacks cannot be returned after opening. *Khiyar al-ru'yah* thus offers only partial protection and must be complemented by other mechanisms, such as *musyarakah*, so that the transaction meets the standard of Sharia justice³⁰.

Based on the above analysis, the contract entered into in the practice of buying and selling gold bearing rock fragments packed in burlap sacks in Sekar Mengkuang Village contains a significant element of *gharar fahisy*. *Gharar fahisy* is a form of *gharar* in which the level of uncertainty is clearly very high; the degree of ignorance or doubt is extremely high. Consequently, such a contract or transaction becomes highly speculative and carries a gambling like (*maysir*) nature relying on chance or luck and has the potential to cause harm to one of the parties involved in the transaction³¹.

The principle of *hifz al-mal* requires that all economic activities be conducted in such a way that people's wealth is protected from potential unjust losses³². The prohibitions against *gharar*, *riba*, and *maysir* are, in essence, direct manifestations of this principle of *hifz al-mal*. Research shows that *gharar* is prohibited because it involves uncertainty and harmful speculation, which directly contradict the principles of property protection (*hifz al-mal*) and social justice in the Islamic economic system.

In the context of buying and selling these gold bearing rock fragments, buyers bear the potential loss of the purchase price because they receive no adequate information about the gold content, which conflicts with the principle of *hifz al-mal*³³. Islamic law,

²⁹ Muhammad Idris, "Mengenal Khiyar Rukyah Lebih Dalam," *Muslim.or.id*, 19 Desember 2024, diakses 29 Mei 2026, <https://muslim.or.id/83630-khiyar-rukayah.html>.

³⁰ Yahya bin Syaraf al-Nawawi, *Al-Majmu' Syarh al-Muhadzdzab* (Beirut: Dar al-Fikr, t.t.), Kitab al-Buyu', pembahasan jual beli barang yang tidak hadir (ghaib).

³¹ Agus Triyanta, "Gharar; Konsep Dan Penghindarannya Pada Regulasi Terkait *Screening Criteria* Di Jakarta Islamic Index" *Jurnal Hukum IUS QUIA IUSTUM*, Vol. 17, No. 4 (2010) Hlm 615-632. <https://journal.uin.ac.id/index.php/IUSTUM/article/view/3933>

³² Abu Hamid al-Ghazali, *Al-Mustashfa min 'Ilm al-Ushul* (Beirut: Dar al-Kutub al-'Ilmiyyah, 1993); Abu Ishaq al-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah* (Kairo: Dar Ibn 'Affan, 1997).

³³ Rani Puspa Dewi, Larangan Maghrib (Maysir, Gharar, Riba) Dalam Transaksi jual Beli Kajian Ekonomi Islam. *EJESH : Jurnal Ekonomi Islam Dan Sosial* Vol 1 No. 1 (2023) Hlm 23-33. <https://rumahjurnal.iainsasbabel.ac.id/ejesh/article/view/3265>

through the prohibition of *gharar*, seeks to establish a just economic ecosystem and protect all parties to a transaction from exploitation resulting from information asymmetry.

From the perspective of *maqasid shariah* dan *hifz mal shariah*, the prohibition of *gharar* serves not only *hifz al-mal* but also justice (*'adl*) between the contracting parties and the prevention of harm (*raf' al-darar*). The practice in Sekar Mengkuang falls short of these objectives because the buyer carries almost the whole risk of loss, while the seller, who sets the price unilaterally, carries none. *Khiyar al-ru'yah* serves these objectives only in part, because it does not remove the uncertainty about the gold content. The *maqasid al-shariah* dan *hifz al-mal* are fully served only if the contract is restructured so that risk and benefit are shared³⁴.

In its current form, the sale of gold-bearing rock fragments in burlap sacks is impermissible, because it contains *gharar fahisy* in the core object of the contract, and it conflicts with the principle of *hifz al-mal*. Prudence and clarity regarding the object are therefore essential in such transactions.

Four alternatives can reduce or remove the *gharar*. First, disclosure of the object: the seller states the mine location, rock type, and color, and that the gold content has not been tested. Second, a rescission clause: the parties agree that the buyer may return unprocessed sacks within seven days. Third, *musyarakah*: the rock owner and the processor share the processing costs and the gold produced according to an agreed ratio, as in profit-sharing arrangements in small-scale gold mining. Fourth, pricing by measured weight, ideally with a sample test of gold content. The first two reduce uncertainty and strengthen the buyer's position, while the last two remove the speculative element or distribute the risk between the parties.

CONCLUSION

This study concludes that (1) the sale of gold-bearing rock fragments in burlap sacks in Sekar Mengkuang Village formally fulfills the pillars of sale, namely the parties, *ijab qabul*, and the object with a price; (2) the object does not meet the condition of clarity because the gold content, which is the core value of the goods, is unknown to both parties, so the transaction contains *gharar fahisy* rather than *gharar yasir*; (3) *khiyar al-ru'yah* offers only partial protection because it covers what is visible when the sack is opened but not the gold content; and (4) in its current form the practice is impermissible, but it can be This transaction rectified and made Sharia-compliant through several mechanisms: transparency regarding the subject matter prior to the contract, the addition of a right of rescission clause, restructuring into a *musyarakah* (profit-sharing) contract, or setting a price based on a measurable weight.

³⁴ Ibn Rushd, *Bidayat al-Mujtahid wa Nihayat al-Muqtashid* (Beirut: Dar al-Fikr, t.t.), Kitab al-Buyu', pembahasan jual beli *gharar*.

REFERENCES

Abu Hamid al-Ghazali, *Al-Mustashfa min 'Ilm al-Ushul* (Beirut: Dar al-Kutub al-'Ilmiyyah, 1993); Abu al-Syatibi, Ishaq. *Al-Muwafaqat fi Ushul al-Syari'ah* (Kairo: Dar Ibn 'Affan, 1997).

Ajir, Deddi. Fikih Perbandingan Tentang Syarat dan Rukun Jual Beli serta Relevansinya dengan Jual Beli Modern, *Risalah Iqtisadiyah: Journal of Sharia Economic*, Vol. 1, No. 1, (2022) Hlm 33-46 https://www.researchgate.net/publication/369881787_Fikih_Perbandingan_Tentang_Syarat_Dan_Rukun_Jual_Beli_serta_Relevansinya_dengan_Jual_Beli_Modern

Akerlof, George A. "The Market for 'Lemons': Quality Uncertainty and the Market Mechanism," *The Quarterly Journal of Economics* 84, No. 3 (1970): 488–500. <https://www.sfu.ca/~allen/Akerlof.pdf>

Alfian, Ian. Muhammad Ramadhan & Muhammad Yafid. Unraveling Gharar Practices: A Literature Study on Islamic Economic Transactions in the Global. *ICEES Vol 2 No 1* (2024) Hlm 707-715 <https://icess.uin-suska.ac.id/index.php/1/article/view/139>

Al-Hushni, Taqiyuddin Abu Bakar bin Muhammad. *Kifayatul Akhyar fi Hilli Ghayatil Ikhtishar*. (Surabaya: Al-Hidayah, 1993) Hlm 146

al-Nawawi, Yahya bin Syaraf, *Syarh Shahih Muslim* (Beirut: Dar Ihya' al-Turats al-'Arabi, 1392 H), Kitab al-Buyu', bab butlan bay' al-hashah wa al-bay' alladzi fihi gharar.

Al-Syaukani, Muhammad Bin Ali. *Naylul Authar Syarh Muntaa Al-Akhbar* (Beirut: Dar al-Jil, (1973) Hlm 223

Aswari, Fitri Nuri. Zul Anwar Ajim Harahab dan Sawaluddin Siregar. "Analisis Gharar Dalam Jual Beli Limbah Tambang Emas Di Kecamatan Muarasipongi Kabupaten Mandailing Natal, *Jurnal El-Thawalib: Vol 4 No. 1* (2023) 24-36. <https://jurnal.uinsyahada.ac.id/index.php/thawalib/article/view/7902>

Azzahra, Muthia. Lara Dewi Alma, Dan Intan Nuraini Azzahra. "Gharar Konsep Memahami Dalam Fiqih: Definisi Dan Implikasinya Dalam Transaksi" *Hikmah: Jurnal Studi Pendidikan Agama Islam Vol. 1, No. 4* (2024) Hlm 145-153. <https://ejournal.aripafi.or.id/index.php/Hikmah/article/view/265>

B. Miles, Matthew, A. Michael Huberman, dan Johnny Saldaña, *Qualitative Data Analysis: A Methods Sourcebook*, 3rd ed. (Thousand Oaks: SAGE Publications, 2014). Hlm 68

Cahyani, Fajar. Praktik Jual Beli Tebasan Dalam Perspektif Hukum Ekonomi Syariah. *Jurnal Justisia Ekonomika. Vol. 1 No. 1* (2017) Hlm 1-10. <https://journal.um-surabaya.ac.id/JE/article/view/1020>

Dewi, Rani Puspa. Larangan Maghrib (Maysir, Gharar, Riba) Dalam Transaksi jual Beli Kajian Ekonomi Islam. *EJESH : Jurnal Ekonomi Islam Dan Sosial Vol 1 No. 1* (2023) Hlm 23-33. <https://rumahjurnal.iainsasbabel.ac.id/ejesh/article/view/3265>

Djakar, Muhammad. *Hukum Bisnis* (Yogyakarta: PT Lkis Printing Cemerlang, 2009) hlm 181

Ghazaly, Abdul Rahman. Gufron Ihsan, dan Saipudin Shidiq, “*Fiqih Muamalat*” (Jakarta: Kencana Prenadamedia Group, 2010)Hlm 68

Hafidz, Reynald. Zaini Abdul Malik & Zia Firdaus Nuzula. Tinjauan Fiqih Muamalah Terhadap Praktik Jual Beli Buku Dengan Sistem Random di Online Shop Shopee. *Jurnal Riset Ekonomi Syari'ah : Vol. 6 No. 1* (2026) Hlm 61-68
<https://garuda.kemdiktisaintek.go.id/documents/detail/6464625>

Hafizo, Nisha Aida Humaira. and Mualimin Muchammad Sahid. “Cryptocurrency From Maqāsid Al-Shari‘Ah Perspective: Regulatory Comparison Of Indonesia And Malaysia” *Maqashid : Jurnal Hukum Islam Vol. 9 No. 1* (2026) Hlm 1-22. <https://ejournal.alqolam.ac.id/index.php/maqashid/article/view/2456>

Hehamahua, Hayati. Bagi Hasil Tambang Emas dalam Perspektif Ekonomi Islam (Studi Pada Tambang Emas Gogorea Kec.Waeapo, Kab.Buru) *E-Jurnal: Ekonomi Bisnis Dan Akutansi. Vol 7. No. 2* (2020) Hlm 159-162.
<https://ejeba.journal.unej.ac.id/article/view/19597>

Herdianti, Neni. Fitriani, dan Ida Latifah, “Klasifikasi Bentuk-Bentuk Khiyar Jual Beli Perspektif Ulama Dalam Perekonomian Islam,” *Journal of International Multidisciplinary Research, Vol. 2, No. 5* (2024) Hlm. 388.
<https://journal.banjaresepacific.com/index.php/jimr/article/view/489>

Hidayat, Enang. *Fiqih Jual Beli* (Bandung: Pt Remaja Rosdakarya, 2015) Hlm 52

Idris, Muhammad. "Mengenal Khiyar Rukyah Lebih Dalam," *Muslim.or.id*, 19 Desember 2024, diakses 29 Mei 2026, <https://muslim.or.id/83630-khiyar-rukayah.html>.

Karim, Adiwarman. *Riba, Gharar dan Kaidah-Kaidah Ekonomi Syariah: Analisis Fikih & Ekonomi*. (Jakarta: Rajawali Press, 2016) Hlm 87

Mohd Noh, Mohd Shahid, Suffian Haqiem Nor Azelan, dan Muhammad Izzul Syahmi Zulkepli, “A Review on Gharar Dimension in Modern Islamic Finance Transactions,” *Journal of Islamic Accounting and Business Research* (2024), <https://doi.org/10.1108/JIABR-01-2023-0006>

Moleong, Lexy J. “*Metodologi penelitian kualitatif* (Edisi Revisi : Cetakan ketiga puluh delapan)” (Bandung : PT Remaja Rosdakarya, 2018) Hlm 67

Nahbatul Syariah, “larangan jual beli Gharar : kajian ekonomi tematis bisnis di era digital” *Mukaddimah: Jurnal studi Islam Vol. 2, No. 1* (2022) Hlm 41-58.
<https://ejournal.uin-suka.ac.id/pusat/mukaddimah/article/view/2902>

putri, Mutia sari. Husni Mardian dan Rindang susanto, Penerapan Rukun dan Syarat Jual Beli dalam Transaksi Online Berdasarkan Ekonomi Syariah, *Jurnal Of Syariah Economic And Halal Tourism, Vol 3. No. 2* (2024) Hlm 39-52
<https://journal.alifa.ac.id/index.php/jsht/article/view/246>

Rahman, Muh.Fudhail. Hakekat Dan Batasan Batasan Gharar Dalam Transaksi Ilmiah. *SALAM; Jurnal Sosial dan Budanya Syarr-i Vol. 5 No. 3* (2018) Hlm 255-278.
<https://journal.uinjkt.ac.id /index.php/salam/article/download/9799/pdf>

Rushd, Ibn. *Bidayat al-Mujtahid wa Nihayat al-Muqtashid* (Beirut: Dar al-Fikr, t.t.), Kitab al-Buyu', pembahasan jual beli gharar.

Sari, Yosi Kumita. "*Faktor-Faktor Terjadinya Jual Beli Gharar (Studi Kasus Petani Kencur Di Desa Lubuk Balam Kabupaten Bengkulu Utara)*" (Skripsi: Institut Agama Islam Negeri Bengkulu, 2021) Hlm 68

Siregar, Hariman Surya dan Koko Khoerudin, "*Fikih Muamalah (Teori dan Implementasi)*" (Bandung: PT Remaja Rosdakarya, 2019) Hlm 95

Sunggono, Bambang. *Metode Penelitian Hukum* (Jakarta: Raja Grafindo Persada, 2010) 43

Triyanta, Agus. "Gharar; Konsep Dan Penghindarannya Pada Regulasi Terkait *Screening Criteria Di Jakarta Islamic Index*" *Jurnal Hukum IUS QUIA IUSTUM*, Vol. 17, No. 4 (2010) Hlm 615-632.
<https://journal.uui.ac.id/index.php/IUSTUM/article/view/3933>

Umar, Hasbi. "*Nalar Fiqih Konteporer*", Cet 1 (Jakarta : Gaung Persada Press, 2007) Hlm 112

Umri, Hengki Wijaya, analisis data kualitatif: teori konsep dalam penlitian pendidikan (Makassar: sekolah tinggi Theologia Jaffray, 2020) Hlm 86

Wali, Wulan Sari. Wiclif Sephnath Pinoa, Johan Riry. Memahami Perspektif Masyarakat Lingkar Tambang Terhadap Pertambangan Emas Tanpa Izin (PETI) di Desa Gogorea Kecamatan Waeapo Kabupaten Buru. *Jurnal : Pendidikan Geografi Unpati* . Vol. 3 No. 2 (2024) Hlm 218-229
<https://ojs3.unpatti.ac.id/index.php/jpgu/article/download/13374/7888>

Yahya bin Syaraf al-Nawawi, *Al-Majmu' Syarh al-Muhadzdzab* (Beirut: Dar al-Fikr, t.t.), Kitab al-Buyu', pembahasan jual beli barang yang tidak hadir (ghaib).