

Article History

Received : 31 May 2024
Revised : 29 October 2024
Accepted : 5 November 2024
Published : 5 November 2024

CANCELLATION OF ISTISHNA FURNITURE TRANSACTION IN FURNITURE BUSINESS FROM AN ISLAMIC LAW PERSPECTIVE

Sindia Ayu¹

UIN Imam Bonjol Padang, Indonesia

sindiaayu02@gmail.com¹

ABSTRACT Furniture ordering transactions are common in the furniture business. However, in the context of Islam, there are legal considerations that need to be considered, especially in canceling transactions. This paper aims to analyze the perspective of Islamic law on the cancellation of furniture ordering transactions. This study uses a qualitative approach. Primary data were collected through interviews with furniture producers and consumers of furniture businesses. Secondary data were obtained from journals, books, research results and a large number of literature or academic studies. The results of the study indicate that disputes in furniture transactions are caused by delays in the manufacture of goods by producers resulting in loss of time for consumers, then unilateral cancellations by consumers cause the cancellation of the contract to cause losses to the producer. This cancellation was caused by the delay in the producer preparing production goods. Other findings indicate that the cancellation of the contract in furniture businesses was done verbally. This will certainly be detrimental to both parties. Because what has been in effect so far is that down payments are only made through a receipt or with an agreement based on trust alone.

KEYWORDS Cancellation; Istishna; Furniture.

INTRODUCTION

The development of traditional patterns to modern patterns in the buying and selling process has occurred in people's lives. Human life is increasingly developing in various fields, such as in industrial activities. When viewed from the needs of society, one of the most popular is the furniture business. In the current furniture buying and selling process, consumers order according to the specifications of the desired goods.(Rismayanti, Amiruddin, 2022).

The modern era today makes it easier for humans to carry out various furniture or furniture activities.(Muslimin et al., 2021). Furniture is one of the products of cupboards, tables and others.(Kahfi et al., 2020).The need for furniture increases from year to year along with the increasing number of people. Everyone will try to have furniture to complete their daily

needs.(Putra et al., 2019). However, what happens in purchasing household furniture such as cupboards, chairs, beds and so on.

The more expensive and attractive the furniture shows the economic value for its owner. So that buying and selling furniture is currently rampant among the community.(Luthfi et al., 2021). In principle, after an agreement is reached between the two parties, rights and obligations arise for both contracting parties. However, in its development, the contract or agreement was not carried out as it should have been due to various reasons, especially cancellations and delays in the agreed contract, causing losses for both parties (Fauzul Kabir, 2017).

There are many types of professions, one of which is trading. Buying and selling is regulated in Islamic law.(Moh. Mukhsinin Syu'aibi & Ifdlolul Maghfur, 2019).Buying and selling is a

relationship that occurs between humans and humans. This buying and selling exists because it is based on a sense of mutual need for buyers to buy goods so they can get money, while buyers make purchases and sales to get the goods they need.(Cahnia & Siregar, 2023).

The more widespread the sale and purchase, there are often problems both from the seller and the buyer. One that often occurs is default. In principle, when a sale and purchase transaction is carried out, the rights and obligations of the contracted parties, namely the seller and the buyer, arise. This also applies to the sale and purchase of orders(Sari, 2005). In line with this, it states that the implementation of the istishna contract in its sales system is carried out with an order system with a payment mechanism paid at the beginning or at the end of the contract according to the agreement of both parties. After the goods are finished in the work and in accordance with the specified specifications, payment is made in full(Muslimin et al., 2021). According to Saepuddin Bahri, the payment method for the Istishna contract and also the payment method that is partly done at the beginning of the contract and paid in full after the goods are finished are in accordance with the pillars and conditions.(Saepudin Bahri, 2020)According to Nur Intan et al., in ordering goods, there is a risk or problem that causes default, not all the pillars, terms and conditions in ordering goods are met, so it is included in the category of a default contract.(Intan, 2020)Many cases of cancellation of the Istishna contract result in losses for both parties. Cancellation of the Istishna contract in the furniture business can result in a number of significant losses for both parties. For the seller, financial losses can arise due to the production costs that have been incurred for the goods ordered, and if the goods cannot be resold, the losses will be even greater. Buyers who have paid a deposit are also at risk of losing the money, depending on the agreed terms. In addition, cancellation can result in a loss of time, where the seller has invested time and effort in producing goods that are now unused, while the buyer may experience disruption in the product usage plan, especially if the goods are needed for a specific event.

There are several studies related to the cancellation of the istishna contract, including research(Nurjanah et al., 2023)with the title Review of Islamic Law Istishna Against Cancellation of Sale and Purchase of Printing Goods (Case Study of Printcell Printing Shop Paseh Sumedang Regency) with research results showing that in the printing business there is often a cancellation of the contract that has been agreed between the seller and the buyer when the goods are before production, the goods are being produced, or even the goods have been finished production. Cancellation of the sale and purchase of Istishna contracts is often only documented verbally. This has the potential to harm both parties because often the down payment is only based on one receipt, especially if the parties involved do not know each other very well, the agreement in this case often only relies on trust.

Further research was conducted by (Kalimah & Muzdalifah, 2023)with the title Settlement of Cancellation of Istishna' Contract in the Sale and Purchase of Horticultural Seeds in Pranggang Village, Plosoklaten District, Kediri Regency, from the Perspective of the Compilation of Sharia Economic Law, with the results of the study showing that the Settlement of the cancellation of the Istishna' contract in the sale and purchase of horticultural seeds in Pranggang Village, Plosoklaten District, Kediri Regency has been in accordance with the settlement according to the Compilation of Sharia Economic Law.

From several studies above, there are differences with the research currently being studied, indeed in terms of the type of research is the same, namely both using a qualitative research approach, but there are differences in terms of research objects, if the research above focuses on the review of Islamic law istishna on the cancellation of the sale and purchase of printed goods, and also the Cancellation of the Istishna' Contract in the Sale and Purchase of Horticultural Seeds from the perspective of the compilation of Islamic economic law, while the research currently being conducted focuses on the cancellation of the furniture istisna contract in the furniture business.

METHODS

This study uses qualitative research. Primary data is obtained through interviews with furniture business producers and consumers. The selection of informants uses purposive sampling techniques. To complete the data from primary sources, the author also uses secondary data sources from journals, books, research results and various studies or literature in the academic field. Data collection techniques include observation and interviews with furniture producers and consumers of furniture businesses. Data analysis techniques include qualitative research that produces words. Data analysis techniques are activities to collect data so that it has social, academic and scientific value. (Sugiono, 2011). The data analysis technique used is that the data obtained will be explained by making conclusions to obtain analysis results in accordance with the findings of the data obtained related to the problems being studied. (Ziani & Febriadi, 2022). The stages of data analysis used are data reduction, data presentation, and drawing conclusions. These activities include grouping data based on variables and types of respondents as needed, such as the results of observations, interviews, and conclusions drawn from the relevant documents.

RESULT AND DISCUSSION

Implementation of Istishna Contract in Furniture Business

Istishna is a sales and purchase contract between a seller and a buyer where the buyer orders goods with clear criteria and the price can be delivered in installments or can also be paid in full. (Situbondo, 2020). In the study of Islamic jurisprudence, istishna asks someone to make a certain item. In the istishna contract, the raw materials for making the item come from the maker of the item. (Salman, nd).

According to the DSN-MUI, the istishna contract is a type of sale and purchase contract involving an order to manufacture goods with certain requirements and criteria that have been

agreed upon by the sham (seller) and mustashni. (Pekerti et al., 2021). In the compilation of Islamic economic law, istishna is the sale and purchase of goods or services in the form of orders with certain criteria and requirements agreed upon between the ordering party and the seller. According to the context of Islamic economics, istishna is a sale and purchase agreement in the form of making certain goods with certain criteria and requirements agreed upon between (the orderer) and the maker (seller). (Ansori et al., 2021)

The istishna contract is similar to the salam contract, namely from the sale and purchase of something that does not yet exist at the time the contract takes place (bay' al-ma'dum) but according to the Hanafi jurists there are differences between salam and istishna, including: (1) Goods in the salam contract become debts that must be settled. The type of goods is the type that is available on the market. Meanwhile, in the istishna contract, the object of the contract does not become a debt for the shani and the type of goods does not have to be the type of goods available on the market. (2) In the salam contract, the delivery of the ordered goods is carried out within a certain time, while in the istishna contract it is not required at a certain time. (3) According to the fuqaha, the salam contract binds the parties so that it cannot be canceled unilaterally. Meanwhile, according to the majority of Hanafi scholars, istishna is not binding (ghairu biasa) so that it can be canceled unilaterally (4) In the salam sale and purchase, payment must be made at the time the contract takes place, while in istishna it can be made at the time of the contract or paid at a later date (rozalinda, 2016).

Ordering in a furniture is a common thing done by the community in order to meet daily needs. Orders in the furniture business have been widely done by the community. Furniture businesses do not promote through brochures but many people already know this furniture business. Most of those who place orders in this furniture business are done by the community. The contract in this furniture business order is

only done verbally. Consumers will order goods directly to the furniture business.

The implementation of furniture sales transactions in the furniture business has met the pillars and requirements. The process of furniture sales agreements in the furniture business is that consumers order goods according to what they want, consumers will explain the specifications of size, type and time, price determination, in taking goods, the consumer may take it directly and the production party may also deliver it to the consumer's address and payment may be made at the beginning and at the end

From the results of the research conducted, in the implementation of orders made in successful furniture businesses, it is done by mentioning the criteria of the goods, the model of the order, the size of the goods, the price and the completion time. The agreement on the completion time in a transaction will indeed not be the same for each consumer. In Islam, the implementation of ordering goods is not prohibited. In the istishna contract, it is permissible to determine the deadline for the completion of the ordered goods. In the process of sending goods that have been completed, the furniture business will contact the buyer to send the goods. And usually it can be paid off immediately if the goods have arrived at their destination.

Furniture Order Practices in Furniture Business

Furniture or furniture is a home furnishing industry that includes all items such as chairs, tables, doors, windows and cabinets. Furniture comes from the word movable which means it can move (Suhaety et al., 2021). Furniture comes from the word furnish which means home or room furniture. Although furniture and furniture have different meanings, they are the same, namely tables, chairs, cupboards and other supporting equipment. (Nana, 2021).

Furniture in this furniture business is not large-scale furniture, but this individual furniture business only has a few employees to help him. The ordering process for this furniture business is that the customer will come to the manufacturer or contact him via online media

such as WhatsApp to ask for a cupboard or other type to be made by stating the criteria with the desired specifications with the price and time of delivery that have been agreed upon by both parties. In this furniture business, the manufacturer usually provides a down payment of 50%, but this does not always happen. The manufacturer as the owner of this furniture submits the payment to the consumer whether he wants to make a down payment at the beginning, in installments, payment at the end when the order is complete or even want to pay in full at the beginning. The agreement in this furniture business is not written in black and white, but with an oral agreement with mutual trust. Therefore, several problems occur that damage mutual trust.

The contract is said to be successful if it complies with the pillars and conditions that have been determined, the Istishna' contract is said to be successful if the buyer has received the ordered goods in accordance with the intended form and specifications and the seller has received payment in accordance with the contract agreed upon with the buyer. The contract is realized in Ijab and qabul which shows the existence of reciprocal voluntariness towards the agreement carried out by both parties which must be in accordance with the wishes of the Shari'a. This means that all agreements agreed by both parties or more recently are considered valid if they do not conflict with Islamic law as a whole. The obligation to fulfill what is promised is what is called

as a fulfillment of performance, whereas if one party or even both parties do not carry out their obligations in accordance with the agreement they have made, then that is what is called a breach of contract. (Cahnia & Siregar, 2023)

In a contract that has been made there is a problem, namely one party does not carry out what he promised, then the party can be said to have committed a breach of contract or the party could have been negligent or broken a promise. In this furniture business, the furniture party has committed negligence such as when the due date has passed, the goods ordered have not been finished, making the customers wait and causing disappointment to the customers. As the author's

interview with one of the consumers said the problem that occurred was when the furniture business was late in completing the order, which should have been finished in December 2021, but the order was only completed in March 2022. The same thing also happened to other consumers, the problem was that the furniture business was late in completing its order which should have been completed in July 2021 but was completed in August 2021 (interview, 2022). The same thing also happened when consumers ordered goods from the manufacturer saying that the goods could be completed according to the agreed time, but when the due date the manufacturer did not fulfill the agreed time.

Based on the explanation above, it can be understood that the fault lies with the furniture business party that did not fulfill the promise that had been agreed upon at the beginning because it did not complete the order according to the agreed contract. This caused the ordering party to feel that their time was being wasted by the furniture business party.

Based on the description above, it can be analyzed that the error that occurred came from the furniture business party that did not fulfill the promise that had been agreed upon at the beginning. This non-compliance occurred because the furniture business party did not complete the order according to the Istishna contract that had been determined. In this context, the contract is not just an agreement, but also reflects the moral commitment and professionalism of the furniture business party to meet the expectations and needs of the customer.

As a result of the unfinished order, the customer feels disadvantaged, especially in terms of valuable time. The time spent waiting for the order to be completed is wasted, and this can have an impact on other plans and activities that have been prepared by the customer. This dissatisfaction is not only emotional but can also have financial or reputational impacts on the customer, who may rely on the furniture product for certain purposes.

Other problems come from consumers such as consumers canceling orders. Furniture

businesses feel toyed with by consumers and cause losses for furniture businesses. As the author's interview with one of the informants, the problem that occurs is that this is caused by the furniture business being late in completing orders which makes consumers wait a long time. Similar things also happen to other consumers, it happens because of the negligence of the producer who is late in completing orders. The same thing was also said by the informant that the cancellation occurred because the goods ordered did not match the wishes of the consumer.

Based on the explanation above, it can be understood that the reason the order was cancelled was due to the manufacturer's negligence in being late in completing the consumer's order.

Based on the description above, it is analyzed that the cause of the order cancellation was due to negligence on the part of the producer, who was late in completing the consumer's order, as well as the inconsistency of the goods received with what had been agreed in the contract. These two factors indicate serious problems in the production management process and communication between producers and consumers.

Delays in order fulfillment reflect a lack of efficient time and resource management on the part of the manufacturer. In the business world, timely delivery of goods is one of the main indicators of a manufacturer's professionalism and commitment to its customers. When a manufacturer fails to meet agreed deadlines, consumers can feel betrayed and suffer losses, both in terms of time and money. This is especially important if the goods ordered have a certain level of urgency, which can affect the consumer's plans and activities.

In addition, the inconsistency of the goods received with the agreed specifications is also a crucial problem. Inconsistent goods can result in consumer dissatisfaction and eliminate the trust that has been built. In this context, it is important to emphasize that every transaction involves not only the exchange of goods and money, but also requires producers to meet consumer

expectations. This inconsistency can arise from various factors, such as errors in the production process, lack of attention to detail, or ineffective communication in understanding consumer needs.

CONCLUSION / CONCLUSION

Furniture practices in the furniture business use an order system. The consumer asks the furniture business to make a cupboard or other type with the criteria and specifications desired by the customer with a price and delivery time agreed upon by both parties. The istishna contract allows determining the deadline for the completion of the ordered goods.

The implementation of orders made in successful furniture businesses is done by mentioning the criteria of the goods, the model of the order, the size of the goods, the price and the completion time. The agreement on the completion time in a transaction will indeed not be the same for each consumer. In Islam, the implementation of ordering goods is not prohibited. In the istishna contract, it is permissible to determine the deadline for the completion of the ordered goods. In the process of sending goods that have been completed, the furniture business will contact the buyer to send the goods. And usually it can be paid off immediately if the goods have arrived at their destination. In the study, the harmony and requirements of the istishna contract have been met, but in its implementation there is a delay in making orders ordered by consumers which is detrimental to the consumer. The consumer also cancels orders due to the actions of the producer being late in making orders, but here the party that is harmed is the producer.

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