

**IMPLEMENTATION OF KHIYAR AIB IN THE SALE AND PURCHASE OF  
WOODEN BEAM FROM THE PERSPECTIVE OF A COMPILATION OF  
SHARIA ECONOMIC LAW (CASE STUDY IN SOUTHEAST  
PADANGSIDIMPUAN DISTRICT)**



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**Abstract**

The study aims to evaluate the application of *khiyar aib* in wooden block buying and selling transactions. *Khiyar* means choice, which is the right to choose the best option among several choices. *Khiyar aib* is the right of the buyer to cancel the transaction and return the goods if the goods are defective. This type of research is empirical legal research with a population consisting of all Panglong in Padangsidempuan Tenggara District. The research samples are Panglong Jati Raya, Panglong Berlian Jaya, and Panglong Mandiri Lestari. Based on interviews with the owners of the three Panglongs, it was found that none of the Panglongs applied *khiyar aib* in the practice of buying and selling, even though the owner was a Muslim. As regulated in the Compilation of Sharia Economic Law, in Book II Chapter X, and in Law Number 8 of 1999 concerning the obligations of business actors and consumer rights. The application of *khiyar aib* should be an important part of the practice of buying and selling. The results of the study indicate a discrepancy between legal theory and field practice in the area.

**Keywords:** *Khiyar Aib*, Wooden Block, Compilation of Islamic Economic Law

## INTRODUCTION

Humans are social creatures who depend on each other. All human activities with other humans are forms of muamalah activities (Sari et al., 2022). Muamalah is the exchange of goods or something that provides benefits in a specified manner, such as buying and selling, renting, wages, loans, and other businesses (Subha et al., 2020). Muamalah means “association” or “relationship” between individuals outside the context of worship. In the context of *muamalah*, buying, and selling are essential forms of transactions to meet human needs for each other. Buying and selling, as part of *muamalah*, is an agreement involving the exchange of goods or services to gain benefits for both parties involved.

Etymologically, buying and selling is the exchange of something for something (another) (Saputri et al., 2023). Thus, buying and selling is an exchange of anything, be it money for money, products for money, or money for goods. Based on the definition above, buying and selling is a process of exchange carried out by two people for valuable goods with something that has been mutually agreed upon and is permitted by Islamic law (Ningsih, 2021). In a buying and selling transaction, of course, it cannot be separated from a request or offer, whether bargaining in price or an offer to return goods that have been purchased, this term in Islam can be said to be *khiyar*.

The word *khiyar* linguistically means choice or seeking the best between two options, namely continuing or canceling it (Hardiati et al., 2024). According to Article 20 paragraph (8) of the Compilation of Islamic Economic Law states that *khiyar* is the right to choose for the seller and buyer to continue or cancel the sale and purchase agreement they have entered into (Supreme Court of the Republic of Indonesia, 2011). This article emphasizes that *khiyar* provides an option for parties who feel disadvantaged or dissatisfied with the conditions of the transaction to decide whether to continue the contract or cancel it. The purpose of holding *khiyar* is to realize the benefit for both parties so that there is no regret after the contract is completed because they are both willing or agree (Subairi, 2021).

In the Compilation of Sharia Economic Law there are several types of *khiyar*, namely *khiyar syarth*, *khiyar naqdi*, *khiyar ru'yah*, *khiyar aib*, *khiyar ghabn* and *taqhrīb*. *Khiyar aib* has the right to cancel a sale and purchase and return the goods. Because of the existence of defects in goods that were not previously known, whether the defect existed during the

transaction process or after the completion of the contract before the handover of the goods sold (Alfayyadh, 2020). So, in the case of *khiyar aib*, if there is a defect in the goods that are purchased, the buyer can return the goods by asking for a replacement with a good item or asking for his money back.(Shafarni, 2018).

*Khiyar* is a form of consumer protection as explained in Article 1 paragraph (1) of Law Number 8 of 1999 concerning consumer protection, which is an effort that guarantees legal certainty to protect consumers.(Law of the Republic of Indonesia Number 8 of 1999, nd). UUPK also explains that consumers have the right to choose goods and/or services and obtain goods or services following the exchange rate and conditions and guarantees promised; the right to be treated or served properly and honestly and without discrimination; the right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be.

This is not intended to kill business actors, but it is expected that business actors have the motivation to increase their competitiveness by paying attention to or prioritizing the interests of consumer rights. According to the explanation above, every consumer or buyer has the right to freely choose the goods or wooden blocks they want to buy, but when the wooden blocks purchased are sent to the buyer's house which do not match the wooden blocks chosen by the buyer, the consumer has the right to receive compensation or damages from the seller if the goods or wooden blocks received by the buyer do not match the agreement or are defective.

## **RESEARCH METHOD**

This type of research is empirical law research. According to Ronny Hanitijo Soemitro, empirical legal research is legal research that obtains its data from primary data or data obtained directly from the community(Fajar & Achmad, 2010).This study uses a conceptual approach to determine how the concept of *khiyar aib* in the sale and purchase of wooden blocks in Padangsidempuan Tenggara District implements the regulations stated in the Compilation of Sharia Economic Law. The statutory approach is used to examine the regulations on the responsibility of business actors to consumers and whether or not they are following Law Number 8 of 1999 concerning consumer protection.

This research is included in field research, the location of the research is in Padangsidempuan Tenggara District and the population in this study consists of all panglong in Padangsidempuan Tenggara District with a sample of three panglong, namely Jati Raya panglong, Berlian Jaya panglong and Mandiri Lestari panglong. Primary data was obtained through interviews with panglong business owners who sell wooden blocks and with consumers. Secondary data is used to assist the analysis in the form of books, journals, expert opinions, and related research results. Then the data obtained is processed using qualitative methods.

## RESULTS AND DISCUSSION

### **The Concept of *Khiyar Aib* in Buying and Selling According to the Compilation of Sharia Economic Law**

The word *khiyar* in Arabic means choice (Safitri, 2020), which means being able to choose and determine the best of two things (or more) to be used as a reference and choice.(Fariadi, 2020). In the Compilation of Sharia Economic Law, *khiyar* has several types, including *khiyar aib* which is the right to cancel a sale and purchase and return the goods. *Khiyar aib* applies when the buyer finds that the goods he bought from the seller are defective, and the defect affects the value and also has an impact on the price. If this happens, the buyer has one of two options, first, he is allowed to return the goods and take back the money he has paid. While the second option is to continue this sale and purchase by asking for *'iwadh*, which is the difference between the price of the goods that are not defective and the price of the goods that are defective.

In the Compilation of Sharia Economic Law, Article 280 explains that the buyer has the right to continue or cancel the sale and purchase contract whose object is wrong without prior explanation from the seller. With this provision, Article 280 upholds the principles of fairness and transparency in buying and selling transactions in accordance with Sharia law, ensuring that buyers have protection against goods that are defective and do not comply with the agreement. As explained in the hadith narrated by Imam Ahmad, Ibn Majah, ad-Daruqutni, al-Hakim, and at-Thabrani from Uqbah bin Amir ra.:

عَنْ عُقْبَةَ بْنِ عَامِرٍ قَالَ: سَمِعْتُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ يَقُولُ: الْمُسْلِمُ أَخُو الْمُسْلِمِ، وَلَا يَحِلُّ لِمُسْلِمٍ بَاعَ مِنْ أَخِيهِ بَيْعًا فِيهِ عَيْبٌ إِلَّا بَيَّنَّهُ لَهُ (رواه أحمد وابن ماجه وغيره)

Uqbah bin Amir said: I heard Rasullah SAW. said: "A Muslim and another Muslim are brothers, it is not halal for a Muslim to sell goods to another Muslim, even though the goods contain a fault/defect, but he must explain it." (HR. Ahmad, Ibnu Majah and others) (Al Albani, 2008).

From the hadith, it can be understood that the basic principle of buying and selling in Islam is halal, but the transaction can be haram if there is an element of fraud or injustice, especially related to defects or disgrace in the goods being traded, unless the seller has explained or informed the buyer that there is a defect in the goods, and the buyer accepts it, then the sale and purchase is valid, but if the seller hides the defect/disgrace of the goods from the buyer and then the buyer finds out, then the buyer has the right to *khiyar* where the buyer may continue or cancel the sale and purchase. This is called *khiyar aib* where the goods being traded must be free from defects/disgrace.

In the Compilation of Sharia Economic Law, the explanation of *khiyar aib* is found in book II, chapter X, part four in Articles 279-286. Article 279 states that the object being traded must be free from 'aib, unless previously explained. Article 280 states that the buyer has the right to continue or cancel the sale and purchase agreement whose object is 'aib without prior explanation from the seller.(Supreme Court of the Republic of Indonesia, 2011).

Based on the contents of Articles 279 and 280, it is explained that the goods traded must be goods that are free from defects unless the goods have been informed that the goods are defective before the buyer buys the goods. If the seller does not inform the defects in the goods, the buyer has the right to *khiyar aib*. The buyer can choose to continue the transaction with the goods, or cancel the transaction and request a refund or compensation. However, if the buyer decides to continue the transaction after knowing about the defects, the right to *khiyar aib* is no longer valid. This means that the buyer can no longer claim the right to *khiyar aib* to cancel the transaction after receiving goods with defects that have been informed.

*Khiyar aib* applies if the following conditions are met:

- a. *Aib* (defect) that occurs before the contract, or after the contract but has not yet taken place. If the defect occurs after the delivery or occurs in the possession of the buyer, then the right of *khiyar* does not apply.
- b. The buyer did not know about the defect when the contract was made or when the delivery took place. If the buyer had known about it beforehand, then there is no right of *khiyar* for him.
- c. There is no conditional agreement that the seller is not responsible for any defects. If there is a conditional agreement like this, then the buyer's right to revoke is forfeited.
- d. The defect in the goods does not disappear until the cancellation of the contract is carried out.
- e. If it turns out that there is a defect in the goods sold, then the price will be reduced. If a buyer does not know the defect in the goods he bought, then later the buyer finds out, then at that time, he can bargain. The buyer has the right to *khiyar*, if there is a defect in the goods, to choose between continuing the sale or canceling it (Rehana, 2020).

Some conditions can invalidate the right of *khiyar*, namely: when the wooden block is delivered to the buyer's house, and the buyer sees a defect in the wooden block but the buyer does not immediately respond or does not immediately complain about the defect, then the right of *khiyar aib* owned by the buyer is invalidated. Then when the goods are damaged or destroyed in the hands of the buyer, the right of *khiyar* is lost. (Hidayat, 2022). *Khiyar aib* is not limited by a certain period, therefore the buyer should return the goods immediately because delaying the return can be considered a form of neglecting responsibility and invalidating the right to *khiyar aib*.

In Article 281 paragraph (3) the seller is obliged to return the purchase money to the buyer if the object of trade is defective due to the seller's negligence. In this paragraph the seller is obliged to return the purchase money to the buyer if the goods sold are defective due to the seller's negligence, for example the seller does not check the goods carefully before selling, then the seller has the responsibility to return the money to the buyer. However, if the seller intentionally sells defective goods by hiding the defect from the buyer, this action is considered fraud.

In such cases, the buyer has the right to sue the seller for damages because the buyer still has the right to *khiyar aib*. The buyer can cancel the transaction and ask for a refund or compensation for the losses suffered due to the purchase of defective goods that were deliberately hidden by the seller. The above article confirms the seller's responsibility for defective goods and ensures that the buyer is protected in cases where the goods sold have defects, either due to the seller's negligence or deliberate fraud. Top of Form Bottom of Form

Then it is emphasized again in Article 285 paragraph (2) that the buyer in the sale of defective goods that can damage its quality, has the right to return the goods to the seller and has the right to get all his money back. This article provides additional protection to buyers by establishing the right to return defective goods and get back all the money paid. If the buyer and seller cannot reach an agreement regarding compensation, return of goods, or damages, then the problem can be brought to court to obtain a legal resolution. as explained in Article 281 paragraph (1) which states that defective goods that cause disputes between the seller and the buyer are resolved by the Court.

The legal remedy that can be taken by the injured party in a contract containing elements of *khiyar aib* or ignoble sale and purchase is to sue in court, namely through a religious court institution that has the authority to resolve sharia business (economic) disputes by following the application procedure that has been determined by the Religious Court, considering the harmony between material law based on Islamic principles in the Religious Court Institution which is a representation of the Islamic Court institution (Putri, 2014).

### ***Khiyar Aib* in the Sale and Purchase of Wooden Beams in Southeast Padangsidimpuan District**

The buying and selling system that occurs in several Panglons in Padangsidimpuan Tenggara District is the same as the buying and selling system in Panglons in general. Where buyers or consumers come to the panglong then choose the type and size of wooden blocks needed according to their needs. Where each wooden block is arranged according to the type of wood and its size to make it easier for buyers to choose the wooden blocks needed according to the size and budget of the buyer. When the buyer chooses a wooden block, the buyer is accompanied by a third party who has been prepared by the seller to help the buyer in choosing and lifting the wooden blocks. Then after choosing the wooden block, the buyer

makes the payment at the cashier. After that, the wooden block will be delivered to the buyer's house by the Panglong. With this system, the purchasing process becomes more organized and easier, ensuring that buyers get the right type and size of wood according to their needs.

The results of an interview with Mr. Zulkifli, Owner of Panglong Jati Raya, showed that the assessment of the quality of wooden beams in their panglong is based on two main factors: first, the price of wooden beams often reflects their quality. Wooden beams that tend to be more expensive usually have better quality and durability. Second, the quality of wooden beams can also be seen from their physical condition. High-quality wooden beams are generally free from defects such as sumpil (small cracks), bends, waves, and holes. These defects can affect the strength and durability of wooden beams (Zulkifli, Personal interview, April 25<sup>th</sup>, 2024).

In Panglong Jati Raya, there are various types of wooden beams for sale, namely: random wooden beams, this is the type of wooden beam that sells the most in Panglong Jati Raya. The price tends to be cheaper than other types of wooden beams, which makes it more in demand by buyers, while *Meranti* wooden beams are known for their strength and usually have a higher price than random wood and finally lime wooden beams. Lime wooden beams are known for their weather resistance and are often used in construction that requires extra durability.

With these options, buyers at Panglong Jati Raya can choose a log that suits their needs and budget. The more affordable random log is a popular choice among buyers, the price of random logs per log varies according to size:

- a. Thickness 3 x 5 cm x 4 m (Length) = Rp. 20,000
- b. Thickness 4 x 6 cm x 4 m (Length) = IDR 30,000
- c. Thickness 5 x 7 cm x 4 m (Length) = IDR 42,000
- d. Thickness 5 x 10 cm x 4 m (Length) = IDR 50,000

Because buyers at Panglong Jati Raya are allowed to choose wooden beams according to their needs and budget, if there are complaints about defective wooden beams, Panglong will not provide compensation, either in the form of replacing them with good ones or a refund (Zulkifli, personal interview, August 16<sup>th</sup>, 2024). This policy may be intended to avoid losses

for the seller and avoid fraud on the part of the buyer, but without a deeper understanding of *khiyar aib*, this policy may be unfair to truly disadvantaged consumers.

Based on information from Mr. Makmur, a consumer who once bought wooden blocks at Panglong Jati Raya, it is true that every consumer who comes to Panglong is free to choose their wooden blocks according to their needs from the available stock. However, when the wooden blocks were delivered to the house, some of the wooden blocks received did not match the consumer's initial choice. Some of the wooden blocks that were delivered turned out to be defective, such as wooden blocks that were bent, wavy, or had holes, so they could not be used properly (Makmur, personal interview, July 22<sup>nd</sup>, 2024). Consumers admitted that they did not know the concept of *khiyar aib* in Islam. However, because they felt disadvantaged by the condition of the wooden blocks they received, consumers submitted a request for compensation to Panglong. Unfortunately, Panglong refused to provide compensation.

According to Mr. Zulkifli, Panglong Jati Raya never exchanges wooden blocks chosen by buyers with defective wooden blocks. Therefore, the buyer's complaint regarding the discrepancy between the wooden blocks received by the buyer and the initial choice was considered untrue. He also admitted that he did not know what *khiyar aib* was and the rules of buying and selling in Islam. Therefore, he only applied the provisions and rules that apply in panglong-panglong in general (Zulkifli, personal interview, August 16<sup>th</sup>, 2024).

Mr. Zulkifli also said that after learning about the rules of buying and selling in Islam, the Jati Raya panglong will start to apply compensation for wooden blocks that have *khiyar aib* or defects. The condition is that the buyer must use his vehicle to return the defective wooden block to the panglong. After that, the Jati Raya panglong will exchange the wooden block for a good one (Zulkifli, personal interview, August 16<sup>th</sup>, 2024).

The results of an interview with Mrs. Syerly, the owner of Panglong Berlian Jaya said that every buyer is allowed to choose the wooden block they want to buy. After the buyer has finished choosing the wooden block, the wooden block will be sent to the buyer's house. The wooden block sold at Panglong Berlian Jaya is only one type, namely the random type of wooden block. This random type of wooden block usually comes from Durian trees and

Kapas trees. Panglong Berlian Jaya does not accept compensation or complaints from buyers because many buyers are dishonest (Syerly, personal interview, April 27<sup>th</sup>, 2024).

Based on information from Mr. Junaedi, when he bought wooden blocks at Panglong Berlian Jaya, he was given the freedom to choose the wooden blocks he wanted, and Panglong sent the wooden blocks according to his choice to his house. At first, Mr. Junaedi felt that the Panglong was very trustworthy in running his business. However, this positive experience did not last long. When he bought wooden blocks again, it turned out that what was sent to his house did not match what he had chosen. Although most of the wooden blocks sent were in good condition, some wooden blocks were physically defective and could not be fully used (Junaedi, personal interview, August 15<sup>th</sup>, 2024). When Mr. Junaedi submitted a request to replace the defective wooden blocks with new ones or ask for compensation, the Panglong refused to provide compensation.

Based on an interview with the owner of the Berlian Jaya panglong regarding the buyer, Mrs. Syerly did not respond to the complaint regarding the discrepancy between the wooden beams received and the buyer's initial choice. However, he stressed that many dishonest buyers try to exchange good wooden beams for damaged wooden beams that are already in their homes. This is one of the reasons why Panglong Berlian Jaya is reluctant to accept returns or replace defective wooden beams (Syerly, personal interview, August 16<sup>th</sup>, 2024). This policy may be intended to prevent fraud on the part of buyers, but without a deeper understanding of *khiyar aib*, this policy could be unfair to truly disadvantaged consumers.

Information from Mrs. Syerly After learning about the *khiyar aib*, Panglong Berlian Jaya will implement the *khiyar aib* system in the sale and purchase of wooden blocks. With the provision that *khiyar aib* will apply if the block purchased by the buyer has an overall defect so that it cannot be used at all, but if there is only a small crack (*sumpil*) the Panglong party does not want to compensate. Every buyer who wants to exchange a defective wooden block to Panglong using their vehicle is no longer the responsibility of Panglong to deliver the wooden block to the buyer's house (Syerly, personal interview, August 16<sup>th</sup>, 2024).

Meanwhile, the results of the interview with Mr. Irsal, the owner of Panglong Mandiri Lestari, said the same thing, namely that every buyer is allowed to choose the type of wooden

block they want to buy because all types and sizes of wooden blocks are neatly arranged on the wooden block rack, making it easier for buyers to determine their choice. Panglong Mandiri Lestari sells various types and sizes of wooden blocks, including; limestone wooden blocks, meranti wooden blocks, and teak wooden blocks, and the most popular on the market are random wooden blocks because the price is more affordable (Irsal, personal interview, April 27<sup>th</sup>, 2024).

Based on an interview with Mr. Hendra, the owner of Berkah Interior, often buys wooden blocks for his business needs. According to him, many Panglongs are not trustworthy in running their businesses. Mr. Hendra shared his experience when buying wooden blocks at the Mandiri Lestari panglong. He said that when buying wooden blocks, he told the Panglong owner directly that he wanted to buy meranti wooden blocks with a thickness of 5 x 7 cm and a length of 4 meters while pointing to examples of items displayed at the Panglong.

However, during delivery, the Panglong party did not carefully check the condition of the wooden blocks that were sent. As a result, many wooden blocks were received in defective conditions, with uneven, wavy, lumpy, and hollow surfaces. This is certainly very detrimental, considering that the defective wooden blocks cannot be fully used for their business needs (Hendra, personal interview, July 23<sup>th</sup>, 2014). When consumers asked for compensation or submitted a request to replace the defective wooden blocks with good wooden blocks, the Panglong party refused to do so.

According to Mr. Irsal, Panglong Mandiri Lestari does not serve compensation applications because they buy wooden blocks from other producers, not producing them themselves. Therefore, they cannot guarantee that all wooden blocks they sell are free from defects. Thus, if there are defective wooden blocks, this may be considered a risk that must be accepted by the buyer, considering that they cannot control the quality of products from other producers. Mr. Irsal also said that he did not know what *khiyar aib* was because so far he had only implemented general buying and selling that did not harm his Panglong.

However, after he learned about the rules regarding *khiyar aib* in buying and selling, Panglong Mandiri Lestari gave rights to buyers who received defective goods. Panglong Mandiri Lestari has shown good faith by offering a solution. In this case, Panglong Mandiri

Lestari will compensate by reducing the price of the defective wooden block by half (Irsal, personal interview, August 16<sup>th</sup>, 2024). This is a fair compromise because even though they do not produce their wood, they still provide solutions to overcome existing defects.

The conclusion of the interview shows a lack of understanding of Islamic rules regarding buying and selling. Both panglong business owners and consumers do not seem to fully understand the concept of buying and selling in Islam, especially regarding *khiyar aib* (the right to return if the purchased item is defective). This causes sellers to tend to refuse returns or compensation for defective wooden blocks, but after learning in simple terms about *khiyar aib* in buying and selling, the panglong party has good intentions to try to apply the Islamic rules in accordance with the policies of the panglong party as mentioned above.

### **Implementation Analysis of *Khiyar Aib* in the Sale and Purchase of Wooden Beams from the KHES Perspective in Southeast Padangsidempuan District**

When viewed from the Compilation of Sharia Economic Law, none of the buying and selling practices implemented by the panglongs mentioned above apply to the right of *khiyar aib*. This can be seen from several cases that occurred in panglongs in Padangsidempuan Tenggara District, where no panglong gave consumers the right to return or request compensation for defective wooden blocks. *Khiyar aib* is a right given to the buyer to choose whether to continue the sale and purchase agreement or cancel it if the goods purchased are proven to have defects or reduce the value and usefulness of the goods. If there is evidence of defects in the goods purchased, the buyer can return the goods by requesting a replacement for good goods, or return the goods and money (Suhendi, 2002).

Based on the author's analysis, none of the three panglong mentioned above know or apply Islamic law regarding the implementation of *khiyar aib* in the sale and purchase of wooden blocks. According to Article 279, it states that the object being traded must be free from *aib*, unless previously explained. Article 280 states that the buyer has the right to continue or cancel the sale and purchase agreement whose object is *aib* without prior explanation from the seller. (Supreme Court of the Republic of Indonesia, 2011). Based on the above article, this provision supports the concept of *khiyar aib* in Islam, where the buyer has the right to cancel the transaction if the purchased wooden block has a defect that was

not previously disclosed. This aims to protect consumer rights and ensure transparency in buying and selling transactions.

Chapter 279 and Article 280 follow the cases that occurred in Panglong Jati Raya and Panglong Berlian Jaya, where buyers received several wooden blocks that did not match their choices, including wooden blocks received by buyers that were defective. In the context of the Panglong case that has been discussed, a lack of understanding of this provision can cause injustice to consumers. Where when the buyer receives a defective wooden block but the Panglong party does not want to compensate for the lack of understanding of the context of buying and selling in Islam. With a better understanding of the rules of *khiyar aib* in buying and selling, Panglong owners should be able to adjust their policies to be more following Sharia principles, ensure that consumer rights are protected, and avoid potential disputes in the future.

Article 281 paragraph (3) The seller is obliged to return the purchase money to the buyer if the merchandise is defective due to the seller's negligence. Article 285 paragraph (2) The buyer in the sale of a defective item that can damage its quality, has the right to return the item to the seller and has the right to receive all of his money back (Supreme Court of the Republic of Indonesia, 2011). The article above follows the case that occurred at Panglong Mandiri Lestari, where the buyer received a wooden beam that was defective due to the shipping company did not carefully check the condition of the wooden blocks that were sent. Based on Article 281 paragraph (3) and Article 285 paragraph (2), the seller is obliged to return the purchase money to the buyer if the wooden beam is defective due to the seller's negligence, and the buyer has the right to return the defective wooden beam and get all his money back. This is protection for consumers in buying and selling transactions according to the principles of Islamic economics.

Although the Compilation of Sharia Economic Law regulates the right of *khiyar aib*, which gives the buyer the right to return defective goods and get a refund, the practice in the field is often different. Based on interviews with panglong owners, their ignorance of this rule causes them to not apply it. As a result, buyers who receive defective wooden blocks often do not get compensation or a refund. This shows a gap between the regulated Islamic legal theory and the actual buying and selling practices that occur in the field.

The conclusion of the interview above, after understanding the concept of *khiyar aib* in buying and selling, the owners of the panglong mentioned the plan to implement *khiyar aib* in their buying and selling. Based on the statement of Mr. Zulkifli, the Jati Raya panglong will provide compensation for defective wooden blocks with good wooden blocks to buyers in accordance with the rules of the compilation of Islamic economic law. Likewise with the panglong of Mrs. Syerly, the Berlian Jaya panglong will compensate in the form of exchanging defective wooden blocks received by buyers with good wooden blocks. However, unlike the panglong of Mr. Irsal, the Mandiri Lestari panglong will compensate in the form of reducing the price of the defective wooden blocks by half.

### **The Existence of *Khiyar Aib* as an Effort to Protect Consumers in the Sale and Purchase of Wooden Beams According to Law Number 8 of 1999**

The form of consumer protection in buying and selling according to Islamic law is through the right of *khiyar* between business actors and consumers as parties carrying out buying and selling transactions to obtain the willingness to gain trust from consumers and avoid losses to consumers. This aims to obtain benefits for each party (Subrata et al., 2022). Consumer protection is regulated in Law Number 8 of 1999, while in Islamic law consumer protection is commonly known as the right to *khiyar* which is regulated in the Compilation of Sharia Economic Law (Nurjannah et al., 2023).

Islam protects consumer rights in carrying out buying and selling transactions from various forms of fraud in transactions, whether intentionally by business actors or without their knowledge, with or without a compensation agreement, business actors remain obliged to be responsible for losses suffered by consumers (Sunandar, 2017). As a form of effort to protect consumer interests in using or consuming goods and services, the government has issued a policy regulating consumer rights through Law Number 8 of 1999 in Article (4), namely:

- a. The right to comfort, security, and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and to obtain said goods and/or services following the exchange value and conditions and guarantees promised;
- c. The right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services;

- d. The right to have opinions and complaints heard regarding the goods and/or services used;
- e. The right to receive advocacy, protection, and appropriate efforts to resolve consumer protection disputes;
- f. The right to receive consumer guidance and education;
- g. The right to be treated or served properly and honestly and without discrimination;
- h. The right to receive compensation, damages, and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be;
- i. Rights regulated in other statutory provisions(Law of the Republic of Indonesia Number 8 of 1999, nd).

Legal certainty to protect consumer rights, among other things, by increasing the dignity and status of consumers by providing clear access to information about goods and/or services to consumers and fostering the attitude of honest and responsible business actors (Pratiwi, 2017). The obligations of business actors are also regulated in the Law Number 8 of 1999 Article 7, namely:

- a. Have good intentions in carrying out business activities;
- b. Provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services and explain use, repair, and maintenance;
- c. Treat or serve consumers properly and honestly and without discrimination;
- d. Guarantee the quality of goods and/or services produced and/or traded based on applicable goods and/or services quality standards;
- e. Providing consumers with the opportunity to test and/or try certain goods and/or services and providing guarantees and/or warranties for goods manufactured and/or traded;
- f. Provide compensation, restitution, and/or replacement for losses resulting from the use, utilization, and utilization of traded goods and/or services;
- g. Provide compensation, damages, and/or replacement if the goods and/or services received or used do not comply with the agreement.(Law of the Republic of Indonesia Number 8 of 1999, nd).

Article 4 letter b and Article 7 letter b contain the meaning that consumers have prerogative rights which are the right to choose whether or not consumers will buy goods and/or services (Zulham, 2013). While *khiyar* in the context of buying and selling can have several meanings. This includes the right to choose which is given to both parties (seller and buyer). The seller and buyer have the same rights to carry out or cancel the sale and purchase (Syaickhu et al., 2021).

The prerogative right is almost the same as the right of *khiyar*, namely the right to choose for the seller and buyer to continue or cancel the sale and purchase agreement. Meanwhile, Article 4 letter h and Article 7 letter g contain the meaning that every consumer has the right to receive compensation or damages if the goods or wooden blocks purchased are not in accordance or contain defects, this is also regulated in the Compilation of Sharia Economic Law in book II chapter X concerning *khiyar aib*.

## CONCLUSION

Based on the research that has been explained above, it can be concluded that the review of the Compilation of Sharia Economic Law shows that the implementation of *khiyar aib* in the sale and purchase of wooden blocks in Padangsidempuan Tenggara District according to the sample has not been applied. In practice, the panglong party does not provide the option to replace defective wooden blocks with good wooden blocks or with money as a form of compensation. This indicates that the principle of *khiyar aib*, which gives the buyer the right to demand a return or compensation for defective goods, is not applied in the sale and purchase transactions of wooden blocks at that location.

## REFERENCES

- Al Albani, M. N. (2008). *Shahih Al Jami' Ash-Shaghir* (Edy & T. Tartila, Eds.; buku ke 4). Pustaka Azzam.
- Fajar, M., & Achmad, Y. (2010). *Dualisme Penelitian Hukum: Normatif & Empiris*. Pustaka Pelajar.
- Hidayat, R. (2022). *Fikih Muamalah* (F. Zahara, Ed.). CV Tungga Esti.
- Ningsih, P. Kurnia. (2021). *Fiqh Muamalah* (Imam. Subchi, Ed.; Vol. 11). Rajawali Pers.
- Subairi. (2021). *Fiqh Muamalah*. Duta Media Publishing.

- Suhendi, H. (2002). *Fiqh Muamalah*. Rajagrafindo Persada.
- Zulham. (2013). *Hukum Perlindungan Konsumen*. Kencana Prenada Media Group.
- Mahkamah Agung RI. (2011). *Kompilasi Hukum Ekonomi Syariah*.
- Pemerintahan Indonesia. (1999). Undang-Undang (UU) Republik Indonesia Nomor 8 Tahun 1999 tentang perlindungan konsumen. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 22, Tambahan Lembaran Negara Republik Indonesia Nomor 3821.
- Alfayyadh, M. R. (2020). Implementasi Akad Khiyar Aib dalam Jual Beli di Alkautsar Katering Yogyakarta Perspektif Fiqh Bisnis Syariah. <https://dspace.uui.ac.id/123456789/29806>
- Fariadi, R. (2020). Khiyar Dalam Jual Beli. Redaksi Muhammadiyah. <https://muhammadiyah.or.id/2020/07/khiyar-dalam-jual-beli/>
- Hardiati, N., Fitriani, & Latifa, I. (2024). Klasifikasi Bentuk-Bentuk Khiyar Jual Beli Perpektif Ulama Dalam Perekonomian Islam. *Journal of International Multidisciplinary Research*, 2. <https://journal.banjaresepacific.com/index.php/jimr>
- Nurjannah, Fadel, M., Jaki, M., & Asti, M. J. (n.d.). Eksistensi Hak Khiyar Pada Jual Beli Sebagai Perlindungan Konsumen Dalam Islam. <https://doi.org/10.30863/alkharaj.v3i1.4238>
- Pratiwi, E. (2017). *Perlindungan Hukum Konsumen Jual Beli Online Dalam Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (UUPK) Dan Kompilasi Hukum Ekonomi Syariah (KHES)*.
- Putri, R. P. (2014). Hukum Khiyar Dalam Akad Yang Mengandung Penipuan Dalam Perspektif Hukum Islam. *Premise Law Journal*, 1. <https://www.neliti.com/id/publications/13976/hukum-khiyar-dalam-akad-yang-mengandung-penipuan-dalam-perspektif-hukum-islam>
- Rehana, A. (2020). Pelaksanaan Khiyar Aib Dalam Jual Beli Barang Elektronik Second Perspektif Kompilasi Hukum Ekonomi Syariah. [File:///D:/Documents/Bahan%20jurnal/Ayu%20rehana\\_1502090117\\_Hesy%20-%20perpustakaan%20iain%20metro.Pdf](File:///D:/Documents/Bahan%20jurnal/Ayu%20rehana_1502090117_Hesy%20-%20perpustakaan%20iain%20metro.Pdf)
- Safitri, D. A. (2020). Implementasi Konsep Khiyar Dalam Jual Beli Akad Baku Pada Swalayan Di Kota Metro. <https://repository.metrouniv.ac.id/id/eprint/3427>
- Saputri, P. S., Cindy, V., & Arsitatri, P. (2023). Penerapan Khiyar 'Aib Dalam Jual Beli Sepeda (Studi Kasus di Toko Jujur Pacitan). In *Jurnal Ekonomi Syariah* (Vol. 01, Issue 01). April Journal.
- Sari, A. M., Pangiuk, A., & Baining, M. E. (2022). Penerapan Khiyar Pada Pengembalian Barang Dalam Jual Beli Pakaian Grosir Di Pasar Komplek WTC Jambi. *IJIEB*:

Indonesian Journal of Islamic Economics and Business, 7, 23–37. <http://e-journal.lp2m.uinjambi.ac.id/ojp/index.php/ijoieb>

- Shafarni, R. (2018). Implementasi Khiyar Dalam Jual Beli Barang Secara Online.
- Subha, R., Nisrina, D. N., Nurwahida, & Rifai, M. (2020). Perlindungan Konsumen Terhadap Jual Beli Online (Suatu Kajian UUPK, Etika Bisnis Islam Dan Hukum Islam). 5(2). <http://journal.iainsinjai.ac.id/index.php/adz-dzahab>
- Subrata, F. R., Hayatudin, A., & Agus Putra, P. A. (2022). Tinjauan Khiyar dalam Perspektif Fikih Muamalah dan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen terhadap Praktik Jual Beli Secara Online Di Toko X Shopee. Bandung Conference Series: Sharia Economic Law, 2(2). <https://doi.org/10.29313/bcssel.v2i2.2698>
- Sunandar, A. (2017). Hak Khiyar Dalam Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Perspektif Hukum Ekonomi Syariah.
- Syaickhu, A., Dianto, A. Y., & Pertiwi, S. D. (2021). Analisis Hukum Islam Terhadap Khiyar Dalam Jual Beli Sembako Di Pasar Wage Kabupaten Nganjuk. Jurnal Dinamika Ekonomi Syariah, 08(01). <http://ejurnal.iaipd-nganjuk.ac.id/index.php/es/index>
- Toha, M., & Aini, Q. (2022). Analysis Customers' Interest to IB Faedah Savings. *Majapahit Journal of Islamic Finance and Management*, 1(2), 151-163. <https://doi.org/10.31538/mjifm.v1i2.19>
- Toha, M., Ulfa, E., & Novi Yanti Sandra Dewi. (2021). Analysis of The Implementation of Sharia Strategy Management at BMT Maslahah. *Majapahit Journal of Islamic Finance and Management*, 1(1), 29-40. Retrieved from <https://syariah.jurnalikhac.ac.id/index.php/majapahit/article/view/3>