

Sharia Economic Law Analysis of the Sale and Purchase of Sengon Trees with Delayed Felling in Sidogedung Batu Village, Bawean, Gresik

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Abstract

The practice of buying and selling sengon trees with delayed felling in Sumber Torak Hamlet, Sidogedung Batu Village, Bawean, Gresik, is a form of muamalah that has developed to meet local economic needs. In this practice, the buyer pays the agreed price in cash upon contract execution, while the trees remain standing until the agreed time for felling. This study aims to examine the practice, identify the factors that cause delays in felling, and analyze its compliance with Sharia Economic Law. Using an empirical qualitative approach and case study method, data were collected through observation, in-depth interviews with five sellers and buyers, and documentation. The findings show that delayed felling is influenced by the buyer's time constraints, rainy weather, plantation accessibility, labor availability, and transportation efficiency. From the perspective of Sharia Economic Law, the practice is classified as mubah (permissible) because it fulfills the essential elements and validity requirements of a sale contract. It is based on mutual consent (antaradhin), involves clearly defined, harvest-ready trees aged 5–6 years, avoids gharar and ijon, and provides mutual benefit (al-maslahah) to both parties.

Keywords

Sharia Economic Law; Sale and Purchase; Sengon Tree; Delay in Felling

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1. INTRODUCTION

Indonesia's wealth of natural resources represents significant potential that can be utilized to improve the welfare and economy of its people. Various sectors, such as agriculture, livestock, fisheries, mining, and plantations, serve as the primary source of livelihood for communities, especially in rural areas. Utilization of these natural resources serves not only to meet basic needs but also to increase income and create sustainable economic activity within the community. (Perez, 2026)

Utilization of natural resources through the plantation sector is a key pillar of the rural economy. In Sumber Torak Hamlet, Sidogedung Batu Village, Sangkapura District, Gresik Regency (Bawean Island), sengon (Ph. langsung) tree cultivation is the dominant choice for residents. Sengon trees are



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chosen because they have a relatively fast growth period and adapt easily to dry soil conditions in the highlands, ensuring a shorter harvest cycle than other wood commodities. (Andayani & Amir, 2021)

One widely practiced form of natural resource utilization by the community is in the plantation sector. Through plantation activities, people grow various crops, such as teak, sengon, and other trees, whose produce can be sold to cover their living expenses. To manage these plantations, the community requires flexible capital and transaction schemes. This need has led to the emergence of various forms of cooperation agreements or contracts. One example is in Sumber Torak Hamlet, where the community actively uses their land by planting various trees, including teak and sengon, to meet their needs. (Chua, 2025)

However, in Sumber Torak Hamlet, sengon trees are more dominant because they are among the fastest-growing trees and are easy to grow in a variety of environmental conditions. Therefore, many residents of Sumber Torak Hamlet plant sengon trees because the hamlet is located in a highland area with extensive dry land. Compared to other trees, sengon trees have a relatively short harvest cycle, allowing the Sumber Torak community to generate income more quickly and require less continuous maintenance.

The buying and selling of sengon trees in Sumber Torak Hamlet is often carried out using a deferred felling system, in which the trees sold are cut and delivered to the buyer at a specific, agreed-upon time. Sengon trees serve not only as a plantation crop but also as part of economic activities that support capital turnover and improve community welfare. Therefore, various transactions involving sengon trees have emerged as part of the community's economic dynamics in managing its resources. (Nafsi et al., 2024a)

In practice, sengon tree sales and purchases in this region often utilize a deferred felling mechanism. The buyer and seller enter into a contract and settle payment in cash up front. Still, the sengon trees are not immediately felled; instead, they are left standing on the seller's land until a mutually agreed-upon deadline. This transaction scheme raises legal questions from the perspective of Sharia Economic Law, particularly regarding the clarity of the delivery time, ownership of the goods, the potential for elements of *garar* (uncertainty), and the clarity of risk coverage (*dhaman*) in the event of damage to the plants during the deferred felling period. (Mushandono et al., 2025)

However, the practice of buying and selling sengon trees with a deferred felling raises legal issues, particularly from the perspective of Sharia Economic Law. A sale and purchase agreement has certain pillars and conditions that must be met, such as clarity of the object of the agreement, the time of delivery, ownership of the goods, and the absence of *gharar* (uncertainty), usury, and injustice. (Yusup, 2021) Meanwhile, the sale and purchase of trees that are still standing and have not been felled can be uncertain in terms of quantity, yield, wood quality, and the risk of crop failure due to natural factors.

(U. J. Siregar et al., 2007)

However, the phenomenon of deferred felling indicates a commodity management pattern that has its own economic characteristics. This condition is interesting to study because it relates to the economic value of sengon trees, which can change with the tree's growth and development. Therefore, in addition to examining the practice of buying and selling sengon trees with deferred felling from the perspective of Sharia Economic Law, this study also analyzes the economic aspects behind the community's continued implementation of this system. Economic analysis is necessary to understand why sellers and buyers prefer to defer the felling of sengon trees, even though the sales agreement has already been concluded. (Rizaldi, 2021) Therefore, this study aims not only to assess whether such practices align with the provisions of Sharia Economic Law but also to explain the economic factors driving the community to maintain the practice of deferring felling in sengon tree transactions.

Several previous studies have examined the practice of sengon tree trading. One such study is by Aris Krisharyadi, titled "Jual Beli Pohon Sengon dengan Sistem Tebasan Ijon Dalam Perspektif Masalah Mursalah" (The Sale and Purchase of Sengon Trees via the Tebasan Ijon System from the Perspective of Masalah Mursalah). (Krisharyadi, 2021) That thesis discusses sengon tree trading using the tebasan ijon system—specifically through the lens of masalah mursalah (public interest)—to evaluate the transaction. It shares a common subject with the present study: the trading of sengon trees.

However, there are fundamental differences in the approach and scope of analysis. While Krisharyadi's study focuses on the tebasan ijon system and emphasizes the specific perspective of masalah mursalah, the current study focuses on the trading system itself—specifically the deferral of felling—and analyzes it from the broader perspective of Sharia Economic Law. Another relevant study is by Annisa Sofiatin, titled "Fenomena Jual Beli Pohon Sengon di Desa Ampelan Kecamatan Wringin Kabupaten Bondowoso Perspektif Hukum Ekonomi Syariah" (The Phenomenon of sengon Tree Trading in Ampelan Village, Wringin District, Bondowoso Regency: A Sharia Economic Law Perspective). (Annisa Sofiatin, *Fenomena Jual Beli Pohon Sengon Di Desa Ampelan Kecamatan Wringin Kabupaten Bondowoso Perspektif Hukum Ekonomi Syariah - Penelusuran Google*, n.d.) This study examines sengon tree trading in Ampelan Village, where contracts are established before the trees are ready for harvest; in practice, sengon trees aged only 1–2 years are sold to buyers, while the actual felling takes place years later, in accordance with the agreement between the two parties. This study shares similarities with the present research in its analytical framework—specifically the use of a Sharia Economic Law perspective and the subject matter of sengon tree trading.

However, the key difference lies in the scope: the previous study focused exclusively on the contract or the sales process itself within the contractual system. This study goes beyond merely addressing the sales contract; it also examines the practice of deferring the felling of sengon trees and

analyzes its economic impact on the community. Consequently, the research evaluates the subject not only through the lens of Sharia Economic Law but also in light of the economic realities experienced by the parties involved in these sengan transactions.

Rusmini's study, titled "Analysis of Wamel in Rental Traditions from a Fiqh Muamalah Perspective (A Study of sengan Rental Practices in Randuagung District, Lumajang)," examines the Wamel (*sewa melleh*) practice among the Randuagung community. (*Rusmini's Study, Titled "Analysis of Wamel in Rental Traditions from a Fiqh Muamalah Perspective (A Study of Sengan Rental Practices in Randuagung District, Lumajang), - Penelusuran Google, n.d.*) This practice involves renting out standing sengan trees, with payment made at the start of the transaction; after a specified period, the renter gains the right to sell the trees and retain all proceeds. This research is similar to Rusmini's study in that both investigate community-based sengan tree transactions and employ a field research approach to observe the practices firsthand. However, they differ in the contract's object and the study's focus. Rusmini's study focuses on Wamel (*sewa melleh*)—a rent-to-own arrangement for sengan trees that begins as a rental contract but ultimately transfers ownership to the renter—and assesses the practice's compliance with *fiqh muamalah* (Islamic commercial jurisprudence). In contrast, this study addresses sengan tree sales contracts involving deferred felling, analyzing them from the perspective of Sharia Economic Law while also examining their economic impact on the community.

2. METHODS

This study is an empirical qualitative study (field research) employing a case study approach. The research was conducted in Sumber Torak Hamlet, Sidogedung Batu Village, Sangkapura District, Gresik Regency (Bawean Island). Primary data were collected through in-depth interviews with five informants—three sengan wood buyers and two landowners/sellers—as well as through direct observation of the subject matter and of plantation access routes. Secondary data were obtained from *fiqh muamalah* literature, statutory regulations, MUI (Majelis Ulama Indonesia) fatwas, and relevant scientific journals.

The data analysis technique follows the Miles and Huberman model (Huberman & Miles, 1984), comprising three main stages: data reduction (summarizing and selecting relevant data from interviews and observations), data display (presenting data in a structured, descriptive, and narrative format), and conclusion drawing and verification. Data validity was tested using source triangulation and data collection techniques.

This research was conducted in Sumber Torak Hamlet, Sidogedung Batu Village, Sangkapura District, Gresik Regency, to obtain in-depth information on the topic under study. It employs a normative-empirical research design, examining Sharia economic law provisions and their

implementation in the practice of sengon tree sales involving a deferred harvesting system. A case study approach was used, allowing empirical data obtained from the field to be analyzed and linked to the normative provisions of Sharia economic law.

The study utilizes two data sources: primary and secondary data. Primary data were obtained through direct field observation and in-depth interviews with five informants—sellers and buyers involved in the sales practice—who served as the research subjects. Direct data collection enables the researcher to obtain up-to-date information that reflects actual conditions without relying on intermediaries; this strengthens the analysis and ensures the validity of the research findings, specifically regarding the Sharia economic law analysis of sengon (*albizia*) timber sales involving deferred harvesting. Field research is essential for collecting this necessary data. Meanwhile, secondary data is obtained indirectly through various references—such as laws, MUI fatwas (religious rulings), documents, literature, archives, reports, journals, books, and the research findings of others—rather than through direct interaction with the research subject; these serve as supplementary data and theoretical references for the study.

In this research, data is collected using three techniques: interviews, observation, and documentation. Once data collection is complete, the data undergoes a phased analysis to provide a comprehensive overview of the research subject. Subsequently, the analysis results are elaborated and explained in light of the actual field conditions, thereby accurately depicting the situation at hand. Data analysis aims to organize and process the data to address the research problem and yield valid, credible findings. Finally, the researcher presents the data obtained from the field—derived from interviews, observation, and documentation—to serve as a guide for resolving the issue.

3. FINDINGS AND DISCUSSION

3.1. Theoretical framework

Sharia Economic Law essentially regulates legal relationships that arise between parties in economic activities through contracts or contracts. The regulations cover various forms of transactions and economic objects that are part of the legal relationship and are entirely based on Sharia principles. (Rahayu et al., 2025) In general, Sharia economic law is a body of legal provisions that regulate economic activities in accordance with Sharia values. These provisions are stipulated by parties with the authority to regulate people's lives, thereby creating order. Any violation of the rules can be sanctioned in accordance with applicable provisions. (Sulthonuddin & Syaripudin, 2022) The success of implementing the sharia economic system is greatly influenced by the ability to balance material and spiritual needs with the ethical values that are part of human life. The sources of Sharia economic law consist of the Qur'an, Hadith, *Ijma'*, *Ijtihad*, and *Qiyas*, as well as *Istihsan*, *Istislah*, and *Istishab*, as complementary

sources of law in Islamic law, which are used as a basis for consideration in establishing laws under certain conditions. (Arsita et al., 2025)

The principles of Sharia economic law are basic rules that regulate the economic activities and muamalah of Muslims in accordance with Islamic Sharia values. Sharia economic law has several principles as follows: (Abdillah & Bhaidowi, 2025)

a. The Principles of Tawheed

Islam underpins economic activities as a means of providing for worship to Allah SWT, so that the goal is not just to pursue profit, material satisfaction, or personal interests, but to seek the pleasure of Allah SWT and spiritual and social satisfaction. The principle of monotheism is essential in business because it teaches that the relationship between human beings is as important as the relationship between humans and Allah SWT.

b. The principle of justice

One of the main values underlying Islamic economics is justice. This value directs every economic activity to be carried out in accordance with the teachings of the Qur'an and Sunnah, thereby creating balance in social life. The application of the principle of justice is reflected in proportional pricing, supervision of product quality, the granting of decent rights to workers, and the formulation of economic policies that favor benefits. Thus, Islam emphasizes that justice plays an important role in eliminating discriminatory practices and is central to the prophetic treatise's purpose.

c. Principles of al-maslahah

Islamic law was formed to benefit people's lives. Therefore, every transaction must produce benefits that can be felt collectively, rather than being oriented solely to personal interests or profits. In addition, the implementation of transactions must also be carried out in a way that does not harm the rights and interests of other parties.

d. The Principles of Honesty and Truth

The implementation of this principle can be seen in transactions that meet the elements of clarity, firmness, and certainty of goods and prices. The transaction must also provide benefits, not harm other parties, prioritize social interests, be free from the practice of usury, and be carried out based on an agreement born from the willingness of the parties without any element of coercion. (2021) Ayu, Kemala, and Muhammad Adnan Azzaki, "The Foundations of Sharia Economic Thought Philosophy: Maslahah as a Principle of Sharia Economics", *Journal of Qur'anic Sciences*, 5 (2024), 815–22 - Penelusuran Google, n.d.)

The principle of al-maslahah is one of the fundamental principles in Sharia economic law, which places utility as the primary goal of every muamalah activity. From the perspective of Sharia, a transaction is judged not only by the amount of profit obtained but also by the extent to which it provides for the parties and protects them from losses and injustice. Thus, economic benefits must go

hand in hand with the realization of benefits for individuals and society. This concept aligns with the purpose of sharia (maqashid sharia), which requires the preservation of religion, soul, intellect, descendants, and property. (Nafsi et al., 2024b) Therefore, every economic practice must be carried out based on the principles of justice, balance, and mutual compassion and must not contain elements that can cause losses to one of the parties. A transaction that only benefits one party but causes harm to the other party cannot be said to have fulfilled the principles of al-maslahah in Sharia economic law.

Before examining buying and selling in greater depth, it is important first to understand their meanings so that the reader has a clear picture of the concepts discussed in this study. In the term fiqh, buying and selling is known as *al-bai'*, which is the activity of selling, replacing, or exchanging one item for another. In Arabic, the term *al-bai'* can also be used to convey the opposite meaning, namely *asy-syira*, which means buying. Thus, the term *al-bai'* means selling, but also *sekeligus* means buying. (Hasan, 2018)

In the language sense, buying and selling refer to the exchange of goods or services. As for the term, buying and selling is a transaction that results in the transfer of ownership rights to an item in accordance with Sharia. The transaction can take the form of exchanging goods for goods or goods for money, and is carried out voluntarily by the contracting parties. (Hasan, 2018; Khatimah et al., 2024) In Islam, buying and selling is defined as a transaction of exchanging property between two parties accompanied by a transfer of ownership and carried out voluntarily, so that the definition of buying and selling in fiqh is more than limited to money or means of exchange, because various objects that can be used as a medium of exchange, such as if someone trades clothes for rice, then it falls into the category of buying and selling. (Pelaksanaan Jual Beli Ijon di Desa Segaran Kecamatan Tiris Kabupaten Probolinggo Menurut Madzhab Imam Syafi'i | Lan Tabur: Jurnal Ekonomi Syariah, n.d.) According to this definition, buying and selling is a transaction of exchange of property between two parties accompanied by a transfer of ownership and is carried out voluntarily, either using money, goods, or other means of exchange, which is allowed by sharia. Buying and selling can take the form of exchanging goods for goods or for money, and can be done directly or by barter.

According to scholars, the legal basis for buying and selling is that it is permissible in Islam because, in essence, humans cannot meet all their needs without cooperating with others. Therefore, other people's goods that are needed can be obtained through buying and selling, with an appropriate replacement agreed upon by the seller and the buyer. (Journal.Iain-Manado.Ac.Id/Index.Php/III/Article/Download/2503/1450, n.d.) Helping fellow human beings is strongly rooted in Islam, and buying and selling are legitimate means of meeting life's needs while acquiring property in accordance with the provisions of the sharia. Through these transactions, relationships between people can be properly established to foster the values of togetherness, mutual help, and

mutual need. The basis of Sharia on buying and selling is derived from the Qur'an and Sunnah.

The words of Allah SWT in Surah Al-Baqarah:275

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

"Those who eat usury cannot stand unless they stand up like those who Satan possesses because of the insanity. Such is their condition because they say, "Indeed, buying and selling is the same as usury, whereas Allah has legalized buying and selling and forbade usury. Those who their Lord has forbidden and then cease (from taking usury), then for him what he has taken before (before the prohibition came); and his business is with Allah. Whoever returns (takes usury), that person is an inhabitant of Hell; they abide in it." (Q.S. Al-Baqarah:275)

This verse provides the legal basis for buying and selling in Islam. Based on this verse, Allah Swt. legalizes buying and selling as a legal transaction and prohibits usury.

The legal basis of buying and selling which comes from the hadith of Rasulullah Saw:

عَنْ رِفَاعَةَ بْنِ رَافِعٍ رَضِيَ اللَّهُ عَنْهُ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ سُئِلَ (أَيُّ الْكَسْبِ أَطْيَبُ؟ قَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ، وَكُلُّ بَيْعٍ مَبْرُورٍ). رَوَاهُ الْبَزْزَارُ، وَصَحَّحَهُ الْحَاكِمُ

From Rifa'ah ibn Raafi' (may Allah be pleased with him), the Prophet (peace and blessings of Allaah be upon him) was asked about a lawful livelihood. The Prophet (peace and blessings of Allaah be upon him) replied, "A person's deeds with his hands and every trade are blessed." (Narrated by Al-Bazzar and authenticated by Al-Hakim)

The hadith above explains that the best work is work obtained through one's own efforts. This shows that every human being is encouraged to work independently, as a matter of responsibility, to meet the needs of oneself and one's family and to benefit the community. Buying and selling are allowed because humans cannot meet their own needs without others' help, so goods or assistance from others must be replaced with equivalent goods. (Gunawan & Fitri, 2022) The wisdom of buying and selling is to support human survival. The need to engage in buying and selling is very great, as a person can obtain the goods needed from other parties while still being guided by the provisions of Islamic law. Therefore, the practice of buying and selling that has continued from the time of the Prophet PBUH to the present is proof that such transactions have been recognized as sharia in Islam. (Fikri et al., 2025)

According to the scholars' agreement (ijma') on the validity of the sale and purchase contract, humans need goods or property owned by others. Therefore, every transfer of ownership must be accompanied by compensation as a form of replacement, not given for free. Based on this principle, Islamic sharia considers buying and selling one of the legitimate ways to meet human needs, given that humans are interdependent creatures who require interaction and assistance from others. (Wijianarto, 2020)

Buying and selling have pillars and conditions that must be met to be declared valid under Sharia. Rukun is a basic element that must be present in a buying and selling transaction; if one of these elements is not fulfilled, the contract cannot be declared valid. The conditions are among the provisions that must be fulfilled before entering into a sale and purchase contract. (Hizbullah & Na'ali, 2024) The discussion of the pillars of buying and selling shows that there are differences of views among fiqh scholars. For Hanafiyah scholars, the existence of *ijab* and *qabul* has fulfilled the pillars of buying and selling. Meanwhile, many scholars think that the pillars of buying and selling are not only limited to these two elements, but consist of several pillars as described below: (Enceng et al., 2024)

- a. *Shigat* is an expression of *ijab* and *qabul*, indicating agreement between the parties to a sale and purchase contract. *Ijab* is a seller's statement to transfer ownership rights in an item to the buyer, while *qabul* is the buyer's statement accepting the transfer of ownership rights.
- b. *Aqid* (the contracting party) in the *aqid* sale and purchase contract refers to the two parties who agree, namely the seller and the buyer. Both act as the subject of the contract, agreeing on the price and the terms of the transaction, thereby forming the basis for the transfer of ownership rights in the object being traded.
- c. *Ma'qud Alaihi* (goods that are contracted), which are property or goods that are transferred from one party who has contracted to the other party, either in the form of money or objects that have economic value.

In addition to fulfilling the harmony, the implementation of buying and selling must also meet the conditions set by the scholars so that the contract carried out is declared valid, which are as follows: (T. S. Siregar, 2026)

- a. Important requirements for people entering into a sale and purchase contract include being of sound mind, because a crazy person or a child who has not had a contract is declared invalid. In addition, the party that works on the contract must consist of two different people, not a single person representing both parties in a single transaction.
- b. Conditions related to *ijab* and *qabul*, according to the agreement of the scholars, the willingness or consent of the seller and the buyer is the most basic condition in the sale and purchase contract. This willingness can be known through the pronouncement of *ijab* and *qabul*, which indicate agreement between the seller and the buyer. The validity of *ijab* and *qabul* according to the opinion of fiqh scholars is determined by several provisions, namely, the person who submits the statement of the contract must have reached puberty and have a sound reason, the pronunciation of *qabul* must be in line with *ijab*, and the two statements are pronounced in one assembly as a series of contracts.

- c. The condition for the goods to be traded or (*ma'qud alaih*) must be in the form of goods whose existence can be ascertained. If the goods are not available at the time the transaction is made, the seller must provide a guarantee or statement that he can deliver the goods in accordance with the agreed terms. In addition, the goods sold must also be able to function or indeed function in accordance with the purpose for which they are used, the goods can be handed over directly at the time of the contract, or handed over at a time that has been mutually agreed upon when the transaction is carried out so as not to cause disputes and also so that the sale and purchase transaction is valid.

Based on the explanation of the principles and conditions of buying and selling, it can be understood that every buying and selling transaction must be carried out in accordance with the provisions and requirements set in Islamic law. This is intended so that the transactions carried out comply with the provisions of Islamic law and avoid prohibited buying and selling practices. One form of transaction that needs to be avoided is buying and selling with a permit system. (Azizah & Mukhlis, 2023)

Buying and selling with the *ijon* system, which, in *fiqh* terms, is known as *mukhadarah*, is a form of transaction for agricultural products that are still immature or have not yet reached the level of maturity required for harvest. This practice involves the buying and selling of agricultural objects whose condition and final results cannot be fully ascertained. Such a situation can cause *Gharar* (uncertainty) because the object being traded is still subject to change, damage, or even failure to produce as expected. Therefore, the sale and purchase of agricultural products that have not shown signs of feasibility is a form of transaction that receives special attention in Islamic law. (Tambunan, 2020)

The prohibition is based on a hadith of the Prophet Muhammad SAW that prohibits buying and selling fruit before signs of ripeness appear. "*From Abdullah bin Umar RA, that the Prophet Muhammad SAW forbade the sale of fruits before they appeared ripe, he forbade the seller and the buyer.*" (HR Bukhari and Muslim). The hadith shows that the presence of signs of feasibility on the object of sale and purchase is one of the considerations in determining the validity of the transaction.

In the case of buying and selling fruit that is still on the tree, the scholars provide provisions based on the condition of the object at the time the contract is made. If the fruit has not reached the harvest maturity period and the contract requires immediate picking, the transaction can be declared valid because the risk of damage or changes in the fruit's condition can be minimized by immediate harvesting. On the other hand, if the unripe fruit is traded without any provision for it to be picked immediately and left on the tree until it reaches maturity, then the transaction is not allowed because there is still a possibility of damage or failure of the results. (beli Ijon et al., n.d.)

This provision shows that the main problem in the buying and selling of agricultural products lies not solely in the existence of objects still in trees or on the land, but also in the condition of the objects when the contract is made and the certainty of the benefits and results. If the object has not reached a suitable condition and still poses a high risk of damage or failure, the element of uncertainty increases. On the other hand, if the object has reached a condition suitable for harvesting, the level of certainty regarding its existence, condition, benefits, and quality becomes clearer.

This can also be related to buying and selling trees that are still standing on the ground. Trees that have not reached the age of felling have different characteristics from trees that have reached the cut-down period. Trees that are not suitable for felling are still growing, so their size, quality, and wood yield can change. (Lubis & Harahap, 2019) In addition, trees may be damaged by natural factors, pests, and other causes before reaching the cutting period. This condition is similar to the practice of buying and selling permits because the object being traded has not yet reached a state that provides certainty about the final result.

Buying and selling trees that have not reached the condition of being fit for felling has a difference from buying and selling trees that are ready to be cut down. Trees that are not suitable for felling are still growing, so their condition, quality, and final result cannot be ascertained. This situation has the potential to create elements of *Gharar* due to the possibility of changes, damage, or failure before the tree reaches the felling period. Therefore, the buying and selling of trees that are not fit for felling resembles the practice of buying and selling permits. On the other hand, if the tree has reached a state suitable for felling, the object's condition becomes clearer because its physical condition, size, number, and quality can be known before the contract is made.

Based on these differences, the buying and selling of sengon trees with a suspension of logging cannot be equated with buying and selling permits if the tree in question has reached a condition suitable for logging. (Kusnadi, 2022) The suspension of logging in this case is not due to trees not being ready to be cut down, but rather to the timing of the logging implementation agreed upon by the parties. The clarity of the object, price, and agreement of the parties can minimize the elements *Gharar* in transactions.

Sengon trees are a type of plant that can grow quickly and are easy to manage because of their strong wood properties. They have an ever-increasing market demand; sengon trees are still widely liked by the community because of their relatively fast growth and ability to adapt to various soil types, which are among the reasons this plant is widely cultivated. The wood also has economic value because it is widely needed for various purposes. (Misno, 2013) In general, sengon trees are cut down when they reach about 6 years of age, although some are cut down at 7 or even older.

In the great dictionary of the Indonesian language, the logging suspension system can be interpreted as an arrangement of elements that are regularly related to each other to form a unit. Logging suspension is the act of delaying tree felling for a predetermined period. This logging suspension system is similar to buying and selling permits: it involves selling agricultural products that are not yet ready for harvest. So this logging suspension system is one of the logging procedures that are still pending.

3.2. Practice of Sengon Tree Sale and Purchase Agreement with Suspension of Logging in Sumber Torak Hamlet, Sidogedung Village, Batu Bawean, Gresik

The practice of buying and selling sengon trees, with logging suspended, is a long-standing transaction among the people of Sumber Torak Hamlet, Sidogedung Village, Bawean, Gresik. This transaction is growing alongside the number of people cultivating sengon trees as a plantation product with economic value. In addition to having a relatively fast growth period, sengon trees are often used as a source of income to meet various family economic needs and also serve as an asset that can be sold when money is needed. This condition has led to the increasing recognition and widespread adoption of buying and selling sengon trees with logging suspension by the local community to meet economic needs.

As for the implementation of the sengon tree sale and purchase agreement with the suspension of logging, the researcher conducted interviews with several sengon tree buyers, based on the results of interviews with buyers, transactions usually begin when the buyer comes to the owner of the tree to ask if the sengon tree will be sold, after the seller states that he is willing to sell the tree then the buyer comes to the location where the sengon tree is to see firsthand the condition of the tree to be purchased. In the process, the buyer pays attention to the number of trees, the size of the trunk, the physical condition of the tree, and the estimated quality of the wood to be obtained. This activity is carried out to give the buyer an idea of the object that will be part of the transaction. (Choirul Anam, personal communication, May 21, 2026a)

After inspecting the sengon tree, the seller usually determines the initial price. Furthermore, the buyer assesses whether the price is in accordance with the condition of the tree, as observed directly at the sengon tree plantation. If both parties have reached an agreement, the sale and purchase contract is executed in accordance with each party's agreement.

In its implementation, the local community often uses the contract orally. The seller and the buyer express their willingness to make a transaction and agree on a predetermined price. After the contract is executed, the buyer makes a payment in accordance with the agreed terms. The buyer also has the right to the sengon tree that has been purchased, but even though the contract and payment have been

made, the buyer does not immediately cut down the tree. Logging is usually carried out one month after the contract is signed, in accordance with the agreement or consideration owned by the buyer. During the logging suspension period, the sengon tree remains in its original location until logging resumes. (Abd Munip, personal communication, May 30, 2026)

According to the seller's statement, the practice of buying and selling sengon trees, with logging suspended, is considered a community habit. It is carried out on a mutual agreement between the seller and the buyer. The seller does not object to the tree being sold or to it not being cut down immediately, as agreed at the start of the contract.

Furthermore, the seller said that after the sale and payment agreement was made, the ownership rights to the sengon tree were completely transferred to the buyer. Along with the transfer of ownership, responsibility for maintaining the sengon tree also completely shifted to the buyer. Therefore, the seller no longer has the right to use or resell the tree, even though the sengon tree remains on the seller's land during the logging suspension period. (Fathollah, personal communication, May 29, 2026)

Based on this information, once the sale and purchase agreement is executed and payment is made, ownership of the sengon tree is transferred to the buyer. Therefore, the seller no longer has the authority to utilize or resell the tree to other parties. Although the sengon tree is still on the seller's land during the logging suspension period, its existence awaits the time of logging in accordance with the agreement made. Thus, the suspension of logging does not affect the transfer of ownership rights but only concerns the timing of the buyer's taking of the object of sale and purchase.

3.3. Factors Affecting the Suspension of Logging in Sumber Torak Hamlet, Sidogedung Village, Batu Bawean, Gresik

Based on research in Sumber Torak Hamlet, Sidogedung Batu Village, the practice of suspending the felling of sengon trees is carried out for several reasons related to business and field conditions. Suspension of logging is an agreement between the seller and buyer that, after the sale and purchase contract is made and payment is completed, the sengon tree is not immediately cut down, but felling is carried out at an agreed time or when conditions permit.

According to the buyer's explanation, one of the factors affecting the suspension of logging is the buyer's limited time. After purchasing sengon trees, felling is not always carried out immediately, as the buyer still has to complete the process of cutting and transporting the trees purchased from other gardens. As a result, the buyer does not have enough time or workforce to cut down the newly purchased sengon tree immediately. This condition requires the buyer to suspend the felling until all work at the previous location is completed. Therefore, even though payment to the seller is made at the time of the contract, the logging process is carried out only after the buyer is truly ready to cut down

the sengon tree. In this way, the buyer can arrange a more structured work schedule so that the logging and transportation processes can run more regularly and not overlap. (Abd Munip, personal communication, May 30, 2026)

The suspension of logging also gives buyers flexibility in managing labor, equipment, and vehicles. If all purchases must be reduced at the same time, buyers will have difficulty managing work across several locations at once. Therefore, the suspension of logging is considered a more regular solution for buyers.

In addition, according to one of the buyers, the suspension of sengon tree felling is affected by weather conditions, especially during the rainy season. Weather is one of the main considerations for buyers in determining the time of logging. This is because the weather significantly affects the smooth logging and transport of wood from the plantation. Sumber Torak Hamlet is located in a highland area and has a lot of plantation land. Some of the gardens are located along the road, making them easy to reach by vehicle, while others are quite far in the forest. Access to the plantation is still mostly via narrow, unpaved dirt roads, so during the rainy season, the road conditions to the plantation location become slippery and very steep. This situation makes cutting down and transporting sengon trees more difficult than in the dry season. The inadequate road access to the plantation is also a very influential factor. The narrow, slippery road often prevents vehicles, especially wood transport trucks, from reaching the logging site. As a result, sengon wood must be transported manually by workers until it reaches a road accessible to vehicles. This condition certainly requires more effort, time, and cost. (Choirul Anam, personal communication, May 21, 2026b)

Based on the buyer's information, if the plantation is on the side of the road and the weather conditions are favorable, logging and transporting wood can usually be completed in about four to five days. However, if the plantation is in the forest, transportation can take about one week. So during the rainy season, this time can be up to two weeks, or even longer, due to slippery, impassable road conditions. The length of the logging and transportation process affects the costs the buyer must incur: the longer the process takes, the greater the cost of paying workers' wages, as payments are based on the number of working days. As a result, operational costs are increasing, reducing the profits buyers obtain.

This condition encourages buyers to choose to suspend logging until the weather improves. The suspension of logging is carried out so that vehicles can more easily reach the plantation location, the transportation process becomes faster, and the working time is more available, so that the suspension of logging is one of the ways chosen by buyers to reduce the risk of losses and maintain profits from the sale of sengon wood.

Based on interviews with the seller, the practice of suspending logging also benefits the seller. Even though the sengon tree is still on the land and has not been cut down, the seller has received payment after the sale and purchase contract is implemented. The proceeds from the sale received by the seller can be used directly to meet various family economic needs, such as daily expenses, children's education costs, medical expenses, business capital, and other urgent needs. Thus, the seller does not need to wait until the felling process is complete to receive payment for the sale of sengon trees.

On the other hand, in addition to obtaining funds quickly, sellers also get certainty that their sengon trees have been sold. This provides a sense of security because sellers no longer have to worry about finding other buyers or waiting for an uncertain period. From an economic perspective, this condition also facilitates the circulation of money in the community, as sales proceeds can be used directly to meet various household needs and support other economic activities. (Ramli, 2017)

Based on the interview results, there are other reasons sellers prefer to receive payment before the tree is cut down. One of the sellers explained that previous experience showed that there was a delay in payment after the tree was cut down. This condition requires the seller to collect payment from the buyer, which, according to them, is an uncomfortable situation. Therefore, the seller prefers an advance payment to avoid payment arrears. By receiving payment before the felling is carried out, the seller feels safer because his rights have been fulfilled. After the payment is completed, the buyer is given the flexibility to determine the time of the felling according to his readiness and the conditions he faces. (Sunariyah, personal communication, May 28, 2026)

Based on the research findings, the practice of buying and selling sengon trees with a logging suspension provides economic benefits for both parties. For buyers, the suspension of logging can reduce operational costs, avoid losses due to weather conditions with inadequate road access and limited time, and provide flexibility in determining the timing of logging. Meanwhile, for sellers, this practice of suspending logging allows them to obtain funds more quickly, even before the tree has been cut down, so that economic needs can be met immediately.

Thus, the practice of suspending logging is not only a form of agreement that benefits one party but also benefits both parties, so that the practice of buying and selling sengon trees with the suspension of logging also contributes to supporting the smooth running of economic activities and smoothing the circulation of community money in Sumber Torak Hamlet. From the perspective of Sharia economic law, this practice reflects the application of the principle of *al-maslahah*, as the suspension of logging is carried out through mutual agreement, free from elements of fraud, and does not cause losses to any party.

3.4. Analysis of Sharia Economic Law on the Practice of Sengon Tree Sale and Purchase Contract with Suspension of Logging in Sumber Torak Hamlet, Sidogedung Village, Bawean, Gresik

Analysis of Sharia Economic Law on the Practice of Sengon Tree Sale and Purchase Agreement. With the suspension of logging in Sumber Torak Hamlet, Sidogedung Village, this transaction has met several key pillars and conditions of buying and selling. The condition of *al-muta'qidain*, namely that the parties to the contract have been fulfilled because the seller and buyer make a transaction based on voluntariness without any element of coercion. (Gustina, 2018) The conditions of *shikat*, namely *ijab* and *qabul*, are also fulfilled through an oral agreement reached in a single assembly. Regarding the requirements of *ma'qud alaih* for the object being sold, the buyer has visited the location to directly check the number of trees, trunk size, physical condition, and estimate the quality of sengon wood before the price is determined. This minimizes the element of *gharar* (ambiguity) that usually occurs in the traditional *ijon* slashing system. Although the object is not immediately cut down and handed over on the spot, ownership rights and maintenance responsibilities are fully transferred to the buyer once the contract and cash payment are completed.

From the perspective of Sharia Economic Law, the delay in the delivery of goods or the taking of collateral objects within the agreed time limit is allowed as long as it does not cause *harm* (loss). The validity of this practice is strengthened by the principle of *al-maslahah*, which requires that transactions provide real benefits to both parties. (Danari, 2016) The seller receives cash when the sengon tree sale-and-purchase contract is executed to meet urgent needs and avoid the risk of delayed payment. At the same time, the buyer has the freedom of time to arrange logging operations. This transaction is also in line with the *fiqh* rule that all forms of *muamalah* are allowed unless a postulate prohibits them. Likewise, it is not contrary to the custom or also not contrary to the good habits of the community (*u'rf*) as long as the custom is not contrary to the sharia.

In this transaction, it was found that the suspension of sengon tree felling in Sumber Torak Hamlet was not undertaken to seek profit through sharia-prohibited methods, but due to the conditions faced by the parties. Based on research findings in the field, the suspension of logging was due to several obstacles, such as rainy-season weather, slippery, steep road conditions to the plantation location, and limited labor available to buyers. Therefore, the suspension is an agreement between the seller and the buyer to carry out the logging process at a safer time and avoid additional costs or the risk of accidents. Thus, the suspension of logging is implemented to address existing field conditions.

In the practice of buying and selling sengon trees with the suspension of logging that is studied, the object of the sengon tree has been inspected directly by the buyer before the price is agreed, so that both parties can clearly know the condition and condition of the tree. This clarity shows that the object being traded is not in an uncertain state and can minimize the presence of *gharar elements* in the contract.

In addition, the sengon tree subject to the transaction has reached a condition suitable for logging. Hence, the suspension of logging is not due to trees not being ready to be cut down, but rather to an agreement on the timing of logging implementation. (Lestari, 2017) Thus, if the object and price are known and agreed upon, the contract is formed based on both parties' willingness, and the suspension of logging is carried out by mutual agreement. The suspension is basically not contrary to the principles of Sharia Economic Law. This condition also shows that the practice of buying and selling sengon trees studied differs from buying and selling ijon, because the sengon trees traded are already harvestable, namely 5-6 years old.

For the practice of buying and selling, with logging suspended, to remain in accordance with Sharia provisions, the people of Sumber Torak Hamlet need to clearly understand the agreed-upon suspension deadline. So far, transactions have generally been carried out orally due to mutual trust between sellers and buyers. (Latifa & Andriyani, 2022) However, recording transactions or entering into contracts in writing is still recommended to clarify each party's rights and obligations. This step can also reduce the likelihood of disputes if unexpected circumstances arise, such as trees falling due to strong winds or natural disasters, before they have time to be felled. Therefore, religious leaders and village officials play an important role in helping the community understand the importance of a clear agreement, especially regarding risk sharing during the logging suspension period.

From an economic perspective, deferring logging has a positive impact on the Sumber Torak community's economic conditions. For sellers, the money from the sale of trees can be used directly to meet various needs, such as increasing business capital, financing children's education, or covering medical expenses, without having to wait for the tree to be cut down first. (Maryani, 2022) Meanwhile, for buyers, the suspension of logging provides flexibility to set logging timing based on the right conditions. Thus, buyers can avoid losses that may occur if logging is carried out during bad weather or when access to the plantation is difficult. This condition shows that the practice of deferring logging not only benefits sellers and buyers but also helps maintain the economic stability of local people's households.

From a legal point of view, the practice of buying and selling sengon trees with a logging suspension system in Sumber Torak Hamlet is basically *mubah* because it has fulfilled the principles and conditions of buying and selling in Sharia Economic Law. The seller and buyer enter into a contract based on *mutual consent*, with the object being traded being clear, the price agreed from the beginning, and payment made in cash according to the agreement. In addition, during the implementation of the transaction, there was no ambiguity, *gharar*, *maisir*, *gambling*, or actions detrimental to any party. The suspension of logging was also carried out by mutual agreement and did not affect the ownership rights in the trees that had been transferred to the buyer. Thus, the practice is in accordance with the principles

of justice, legal certainty, and benefits that are the basis of Sharia Economic Law.

4. CONCLUSION

Based on the analysis, it can be concluded that the practice of buying and selling sengon trees with a delayed-felling arrangement in Sumber Torak Hamlet, Sidogedung Batu Village, Bawean, is carried out through verbal agreement and upfront cash payment, following a physical inspection of the trees by the buyer. The delay in felling is not due to the trees' unsuitability, but rather to factors such as the buyer's time constraints, rainy-season weather conditions, and transportation efficiency in accessing the highland location.

From the perspective of Sharia economic law, this practice is classified as *mubah* (permissible) because it fulfills the essential elements and conditions of a sale, is free from elements of **gharar** (uncertainty/risk) or *ijon* (speculative forward selling), is grounded in the principle of mutual consent (*an-taradhin*), and yields mutual benefit (*al-maslahah*) for both parties. This study recommends that the community and local leaders adopt the practice of documenting agreements in writing, particularly regarding the specific timeframe for the delay and clauses addressing the assumption of risk for natural disasters during the felling delay period.

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