



Article Information			
Received:	1 April 2024	Accepted:	29 April 2024
Revised:	18 May 2024	Published:	30 May 2024
Volume & Pages:	2 (1) & 69-78		

The Phenomenon of Change from Sellers Using Candy in Sharia Business Ethics

Khusnul Fikriyah^a

Surabaya State University, Indonesia

Wira Yudha Alam^b

PGRI Adibuana University, Indonesia

^a E-mail: khusnulfikriyah@unesa.ac.id**

^b E-mail: wirayudhaalam@unipasby.ac.id

**Corresponding Author

Copyright © 2024. The authors. IJISS is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License

Abstract

This article aims to discuss in depth the phenomenon of replacing change with candy that is widely practised by business actors in the buying and selling process from the perspective of sharia business ethics. Basically, buying and selling in Islam is a permissible activity. However, in the process there are interesting activities to be studied from an Islamic perspective, one of which is this phenomenon. This type of research is descriptive qualitative. While literature study is used as a data collection technique. The results of this study show that sharia business ethics sees that in the relations between humans (*muamalah*), all things can be done, unless there is clear evidence that prohibits it. In this case, when business actors do not pay full return, there are buyer rights that are not given by business actors. If the buyer is not happy with the return, then even very small change becomes *bastard* (*haram*) because it was taken in a bad way (*batil*). Not giving the full change, or the change is replaced with candy by the business is also not in accordance with the principles of Islamic economic ethics, which consist of Tawhid, balance, free will, and responsibility

Keywords: Candy, Change, Consumer, Seller, Sharia

INTRODUCTION

Currently, small change is rarely seen in the circulation of transactions that occur in the community. Many factors cause the reduced use of small change in transactions, in addition to practical considerations, the use of emoney and other non-cash transactions make the use of small change less common. This is supported by the statement of Suhaedi, Executive

Director of the Head of the BI Circulation Department, who stated that the reduction could reach up to 20 per cent. If calculated from the previous circulation of small change, the circulation of metal money was 8.4 trillion Rupiah (data as of November 2017), then it is estimated that in 2018 the circulation will drop to 6.7 trillion Rupiah.

The circulation of coins is now decreasing, in line with the covid-19 pandemic. People prefer to use e-money, transfers, or other methods that can minimize direct contact with other people. Even in payment transactions, people are now more inclined to use digital transactions. The increase in digital transactions is expected to increase in line with the increase in the need for digital economic and financial transactions in the period of community mobility restrictions. (Digital et al., 2023)

The results of InsightAsia's research entitled 'Consistency That Leads: 2023 E-Wallet Industry Outlook' suggests that digital wallets are becoming an increasingly preferred payment method when compared to cash and bank transfers. The results of this research show that as many as 74% of respondents often transact using digital wallets. Digital wallets are the preferred payment method of the community compared to other payment methods such as cash (49%), bank transfers (24%), QRIS (21%), Paylater (18%), debit cards (17%) and VA transfers (16%). The research involved 1,300 respondents and was conducted in seven major cities in Indonesia including Jabodetabek, Bandung, Medan, Makassar, Semarang, Palembang and Pekanbaru from 19 September to 30 September 2022. (Pratama, 2023)

The decreasing circulation of coins-initiated Bank Indonesia to launch the Coin Care Movement and facilitate coin or metal money exchange in order to increase public awareness about the use of coins as legal tender. BI Deputy Governor, Ronald Waas stated that 'Generally, people still consider coins not as a transaction tool, but as small change. This condition causes the circulation of Rupiah, especially coins in the community, is not optimal'. Even in the last 10 years, Bank Indonesia has issued coins of around Rp6 trillion, but only Rp900 billion (16%) has returned to Bank Indonesia with a declining trend. In the Coin Care Movement, Bank Indonesia provides facilities for exchanging coins for paper denominations, even electronic money to build a cashless society in the community, and reduce the number of coins that people keep at home. Later, these coins will be circulated again by Bank Indonesia. (Antara, 2016)

The issue of coins is interesting to discuss in relation to buying and selling activities. The phenomenon of changing change using candy is an interesting one. This usually occurs because business actors argue that they do not have change, so buyers accept the transfer of change to candy as a substitute for change. This paper will analyse the phenomenon of change

that is often replaced by candy from the perspective of Sharia Business Ethics. What are the legal consequences of not fulfilling or the right to change in the sale and purchase transaction. Islam has regulated all aspects of life, including the relationship between sellers and buyers. Several holy verses in the Quran provide support for doing business to seek sustenance on earth in accordance with the law and not contrary to the Quran and Sunnah (QS. Al-Jumu'ah: 10). The Quran also provides instructions so that in business a harmonious relationship is created, mutual consent and no element of exploitation (An-Nisa': 29), and free from suspicion or fraud, such as the necessity to make administration of transactions not in cash (Al-Baqarah: 282). Shar'i business has been exemplified by the Prophet Muhammad. He was a true international class entrepreneur, the business that was built was in accordance with Divine values. The value of honesty has underpinned every economic activity, so that his teachings and spirit are very useful for building a just world economic order.

RESEARCH METHODS

This article is qualitative research that uses literature study as a data collection technique. The data sources in this article are books, journals, articles, laws, and other documents. After the data required in this article is collected, the next step is to analyze the data. Because this research is qualitative research, the data analysis is open ended and inductive, namely an analysis based on the data obtained, with an inductive mindset, the data in the research is analyzed descriptively qualitative.

ANALYSIS AND DISCUSSION

Islamic Business Ethics

Al-Ghazali in his book *Ihya 'Ulumuddin* explains that ethics is a trait that remains in the soul, from which actions arise easily, without requiring thought. Thus, business ethics in Islamic sharia are morals in running a business in accordance with Islamic values, so that in carrying out its business there is no need for concern, because it is believed to be something right. (Aulia & Fu'adi, 2022) According to Webster Dictionary, ethics is the science of human behaviour, systematised principles of right moral action. (A. Wati et al., 2020) In sharia ethics is equated with morals, character, character, morals, manners, and so on. (Saifullah, 2011)

Ethics in business is the application of Islamic teachings sourced from the Qur'an and Hadith, there are five principles of Islamic business ethics as follows:

- a. Unity of Tawhid is the general principle of Islamic law, the concept of Tawhid has integrated all aspects of life both economic, social, regular and consistent. There is a human dimension

- with its creator and fellow human beings, so that in business activities a harmonious relationship is created, mutual consent and there is no element of exploitation. (Marzuqi & Latif, 2010)
- b. Balance Islam prohibits cheating and teaches to be fair and honest. The practice in business is that there is no cheating in measuring and weighing and determining prices based on normal market mechanisms.
 - c. Freedom of will The concept of freedom in Islam leads more to cooperation, not competition, let alone to the point of bringing down other businesses. Freedom here means that there are no restrictions for humans in actively working according to the potential of each individual. In doing business, you must fulfil contracts, both business cooperation contracts and work contracts with workers.
 - d. Responsibility Balanced in all its forms and scope, between body and soul, between person and family, between individual and society and between one society and another. (Maharani, 2021)
 - e. Honesty True behaviour in carrying out various processes, be it the transaction process, the product development process or the profit-making process.

When doing business online, photos of goods must match the reality and send goods must match consumer orders, this application has a positive impact on the seller and can increase consumer confidence. (D. Wati et al., 2021) The party who benefits from the principle of honesty is the buyer, the buyer will feel satisfied with the transaction made by the seller because of the principle of honesty. (Estijayandono, 2019) Islam places great emphasis on the teaching of business ethics. The main objective of Islamic entrepreneurship is to form entrepreneurs who are always aware of Allah SWT. Entrepreneurs who are ready to serve the community sincerely without any strings attached. Ethics as the rules of good or bad, right or wrong teachings about behaviour or actions, especially in economic matters.

Buying and Selling in Islam

Sale and Purchase Sale and purchase (al-bay') linguistically means transferring the right of ownership of an object with a contract of mutual exchange. It is said "Ba'a asy syaia" if he takes it out of his possession and into his possession and 'Ba'ah' if he buys it and incorporates it into his possession. The term al-bay', according to Shaykh Al-Qalyubi, is a contract of mutual exchange with property that results in ownership of an object or benefit for a permanent period of time and not for devotion to Allah with the word mutual exchange. (Estijayandono, 2019) According to the Malikiyah scholars, there are two types of sale and

purchase: general sale and specific sale and purchase. Sale and purchase in the general sense is an agreement to exchange something that is not usefulness and enjoyment, an agreement is a contract that binds two parties, while exchange is one party giving in exchange for something exchanged by the other party. (Aulia & Fu'adi, 2022)

The scholars agree on the law of buying and selling is *mubah* (permissible) on the grounds that buying and selling is a daily necessity that humans will not be able to meet their needs without the help of others, because basically humans need each other and help each other. However, the assistance or goods belonging to others that he needs must be replaced with other suitable goods. The words of Allah in the Qur'an that allow the following: (Qs. Al-Baqarah 275)

Meaning: "But Allah has permitted trade and has forbidden interest"

The pillars of buying and selling according to the majority of scholars argue that the pillars of buying and selling occur if, *aqidain* (two people who have an agreement), *shighat* (*ijab* and *qabul*), *ma'qud 'alaih* (goods that are traded and have a substitute value for goods). (Hidayat, 2015) As for the terms of sale and purchase according to the scholars of *fiqh*, the conditions for *ijab qabul* are that the person who says it has reached puberty and has the right mind; the *qabul* that is carried out must be in accordance with the *ijab*; *ijab* and *qabul* must be carried out in one *majlis*. (Hasan, 2018)

The Phenomenon of Candy Change

The rare circulation of coins is proof that coins are rarely used in transactions both in supermarkets and even in grocery stores. People often experience the classic problem of self-service cashiers who do not give full change to consumers for various reasons. For example, change is not available and other practical considerations. Instead, they offer to replace the change with candy or offer to donate the change. The use of more practical reasons and difficulty in obtaining small change is often used by business actors to exchange change for candy. In fact, merchants can freely exchange small denominations (change) to Bank Indonesia (BI), because BI already provides a lot of change. Consumers are often unable to do anything about it because the reason used by businesses is that there are no coins to return the remaining shopping money. This is contrary to Article 2 paragraph (1) of Law Number 23 Year 1999 which states that the unit of currency of the Republic of Indonesia is the Rupiah.

Every act that uses money or has the purpose of payment or obligations that must be fulfilled with money if carried out in the territory of the Republic of Indonesia must use rupiah money, unless otherwise stipulated by Bank Indonesia Regulation. The element of 'coercion or

other means' in Article 5 of the Consumer Protection Law can be seen from how the cashier gives a nominal amount to the consumer along with a few grains of candy to fulfil the change. It is not a matter of the value of money that does not come back to us, but rather another bigger issue, namely learning to the seller. Consumer rights are clearly protected by law. But once again it is not about the amount of rupiah that is not much, but rather law enforcement in which we can all be actively involved in it, by not allowing the violation to continue.

Buyers experience unpleasant conditions, often buyers are not given the opportunity to refuse when given change in the form of candy. It's also uncomfortable to have to decline an offer to donate change, which is usually only small change. In fact, customers should be entitled to full change, both in the form of notes and coins. It's not that the customer is insincere, but the customer feels uncomfortable refusing the cashier's offer.

Candy or similar is not a medium of exchange so it should not be a substitute for shopping change, if this is still done, it certainly violates the consumer protection law. Of course this makes consumers very uncomfortable and their right to change is not fulfilled. Business actors neglect their responsibilities towards consumers. Change exchanged for sweets and donation offers can continue to this day because in general, people who act as consumers also allow it to happen. If the public firmly refused candy or donated change this would not have dragged on.

In terms of Law No. 8/1999 on Consumer Protection, not returning the full amount of the consumer's change means that the business actor violated Article 15 which also states 'Business actors in offering goods and/or services are prohibited from using coercion or other means that can cause physical or psychological disturbance to consumers'. This article gives legal power to every consumer and increases awareness of consumer rights and also the responsibilities that must be carried out by business actors/sellers. Article 4 on Consumer Rights points b and g. Point b states that 'consumers have the right to obtain goods/services in accordance with the prevailing exchange rate'. In addition, point g states that 'consumers have the right to be treated correctly and honestly and not discriminated against'. Article 7 on the Obligations of Business Actors Point c 'treat or serve consumers correctly and honestly and non-discriminatorily'. (Presiden Republik Indonesia, 1999) This consumer protection law is not made to fight business actors. In addition to protecting consumer rights, consumer protection laws are expected to encourage a healthy business climate among business actors. In the realm of Criminal Law, this act is a complaint offence, where the state will prosecute the perpetrator based on the victim's report/complaint. If the buyer does not want to go too far by involving the law, the buyer can be a little defensive by refusing the candy change, still

asking for our rights even though it may only be a hundred or two hundred rupiahs less. Non-fulfilment of the right to change in a sale and purchase transaction has legal consequences where the transaction can be cancelled through a court decision and for business actors such actions violate the Consumer Protection Law and the Law on currency where legal sanctions are in the form of fines and confinement. Sanctions for business actors who violate the provisions in Article 15 of the Consumer Protection Law based on Article 62 paragraph (1) of the Consumer Protection Law are punishable by imprisonment for a maximum of 5 (five) years or a maximum fine of Rp2,000,000,000.00 (two billion rupiah). (Wibowo, 2022)

The Candy Change Phenomenon in the Perspective of Sharia Business Ethics

The fiqh scholars agree that buying and selling can be said to be valid if the goods being traded must be known in form, existence or specifications and a clear price. The goods being traded are goods that are pure not unclean and there is an agreement between the two parties without any element of coercion from one of the parties with mutual consent or on a consensual basis. The concept of buying and selling contains two activities at once, namely one party selling and the other party buying in this case there is no compulsion between one another, so buying and selling contains the concept of handing over an object that contains legal value. In principle, muamalah activities are allowed in Islam unless there is evidence that prohibits it.

In muamalah, all things can be done, unless there is clear evidence that prohibits it. In this case, when business actors do not pay full change, there are buyer rights that are not given by business actors. Often business actors neglect change that is only in the form of small change. Even though the buyer is not necessarily happy with it. This is not in accordance with the hadith of the Prophet Muhammad SAW:

“It is not permissible to take the property of a Muslim except with his consent.” (Abu Dawud and Daruquthni, authenticated by Shaykh al-Albani in Sahih al-Jami' no. 7662)

If the buyer is not happy with the change, then even a small amount of change becomes haram, because it was taken unlawfully. This is stated in the Word of Allah SWT in QS. An-Nisa 29:

‘O believers! Do not devour one another’s wealth illegally, but rather trade by mutual consent.’

Not giving full change, or changing the change with sweets or offering donations by the business is also not in accordance with the principles of Islamic economic ethics, which consist of Tawhid, Balance, free will, and accountability.

Tawhid, a theocentric view that underlies all human interactions in the field of muamalah (the relations between humans). Humans will be aware that their deeds will always be watched and held accountable by Allah. Tawhid makes humans realise that they are God's creatures who carry the mandate to carry out and be responsible as caliphs in the world. Even the slightest human action must be supervised by Allah.

Balance or fairness that in every transaction business actors must be balanced and fair. Balance is manifested in Justice, simplicity, and avoiding extravagance. This is reflected in QS Ar-Rahman Verse 9 :

“Weigh with justice, and do not give short measure”

Freedom, is an axiom that believes that Allah has absolute freedom. (Maharani, 2021) However, God also gives freedom to humans to choose between good or bad. With the principle of freedom, humans as economic actors are given the freedom to make agreement contracts to be fulfilled or even broken. Regardless of good and bad, humans are not allowed to abuse the freedom that Allah has given. When transactions are given the freedom to make contracts or businesses, it can be done with anyone across religions, and must be firm if the other party does something unethical. More precisely, the free will given to humans is not absolute, but is a responsible and just freedom.

Responsibility, the freedom that humans have must be balanced with human responsibility, because all forms of economic activity will later be held accountable. In this case, every business actor must carry out their obligations to consumers and provide consumer rights. As Allah's word in QS. Al-Muddatstsir Verse 3:

‘each person is responsible for what he has done’.

Axioms of economic ethics can be used as a foothold for every economic actor in expressing all its activities. Business built with the four pillars of tawhid, balance, free will and responsibility will be able to guard the world of commerce away from the elements of injustice and harm, so that the goal of true falah can be achieved.

CONCLUSION

In fiqh, the scholars agree that buying and selling can be said to be valid if it fulfils several conditions. One of these conditions is that the goods being traded must be known in form, existence or specifications, and a clear price. This requirement is important to ensure that the sale and purchase transaction is carried out fairly and does not cause doubt or uncertainty for both parties. Buying and selling must not harm both parties. In Islam, a sale

and purchase that harms one of the parties is considered invalid. In addition, buying and selling must also be done with mutual consent or agreement between the two parties. If there is no mutual consent between the two parties, then the transaction will be invalid.

In the context of the phenomenon of changing change for candy, the ruling depends on the context. In muamalah, everything can be done, unless there is a clear argument that prohibits it. In this case, when the business does not pay the full change, there are rights of the buyer that are not given by the business. If the buyer is not happy with the change, then even very small change becomes haram because it was taken in a bad way (*batil*). Not giving the full change, or the change is replaced with candy by the business actor is also not in accordance with the principles of Islamic economic ethics, which consist of Tawhid, Balance, free will, and accountability.

REFERENCES

- Aulia, A. S., & Fu'adi, R. (2022). Pengalihan Uang Sisa Belanja dengan Permen Perspektif Fiqih Muamalah. *Jurnal Al-Hakim: Jurnal Ilmiah Mahasiswa, Studi Syariah, Hukum Dan Filantropi*, 4(1), 27–42. <https://doi.org/10.22515/alhakim.v4i1.4870>
- Digital, T., Di, K. B., Menejemen, P. M., Ekonomi, F., Bisnis, D. A. N., & Hasanuddin, U. (2023). *Tiara baturante a012212010*.
- Estijayandono, K. D. (2019). Etika Bisnis Jual Beli Online Dalam Perspektif Islam. *Jurnal Hukum Ekonomi Syariah*, 3(1), 53–68. <https://doi.org/10.26618/j-hes.v3i1.2125>
- Maharani, P. (2021). Analisis Penerapan Etika Bisnis Islam Dalam Pelaksanaan Penjualan Sapi Di Pasar Ternak Batusangkar. *Institut Agama Islam Negeri (Iain) Batusangkar*, 26(2), 173–180. <http://www.ufrgs.br/actavet/31-1/artigo552.pdf>
- Marzuqi, A. Y., & Latif, A. B. (2010). Manajemen Laba Dalam Tinjauan Etika Bisnis Islam. *Jurnal Dinamika Ekonomi & Bisnis*, 7(1), 1–22.
- Pratama, C. A. (2023). Analisis Faktor Continuance Use Intention Pada E-Wallet Gopay Menggunakan Model Technology Continuance Theory (Tct).
- Presiden Republik Indonesia. (1999). Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Peraturan Pemerintah Republik Indonesia*, 2003(1), 1–5.
- Saifullah, M. (2011). Etika Bisnis Islami dalam Praktek Bisnis Rasulullah Muhammad Saifullah Etika Bisnis Islami Dalam Praktek Bisnis Rasulullah. *Journal of Chemical Information and Modeling*, 53(9), 1689–1699.

- Wati, A., Paramansyah, A., & Damayanthi, D. (2020). Penerapan Etika Bisnis Islam Dalam Transaksi Jual Beli: *El-Mal: Jurnal Kajian Ekonomi & Bisnis Islam*, 1(2), 184–200. <https://doi.org/10.47467/elmal.v1i2.344>
- Wati, D., Arif, S., & Devi, A. (2021). Analisis Penerapan Prinsip-Prinsip Etika Bisnis Islam Dalam Transaksi Jual Beli Online di Humaira Shop. *El-Mal: Jurnal Kajian Ekonomi & Bisnis Islam*, 3(1), 141–154. <https://doi.org/10.47467/elmal.v3i1.654>
- Wibowo, A. (2022). 125 *Jurnal Meta-Yuridis*. *Jurnal Meta-Yuridis*, Vol (5)(2), 125–137.
- Enang Hidayat, *Fiqh Jual Beli*, Bandung: PT Remaja Rosdakarya, 2015
- Hasan, Akhmad F. *Fiqh Muamalah dari Klasik Hingga Kontemporer (Teori dan Praktik)*, Malang: UIN Maliki Press, 2018