

Sweet Deals and Sharia Principles: A Study of *Istishnā'* Contract Practices in Salatiga's Bakeries

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Abstract

Introduction to The Problem: The patisserie industry in Salatiga faces challenges in properly implementing *istishnā'* contracts according to Islamic legal principles and the Indonesian Civil Code, particularly in custom-made product orders.

Purpose/Objective Study: This study aims to analyze the practice of *istishnā'* contracts in five leading bakeries, Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery, using an empirical juridical approach. It examines the compliance of contract practices with Sharia principles, such as honesty, the right of *khiyār*, and consumer protection, as well as with provisions in the Civil Code.

Design/Methodology/Approach: The methodology includes direct observation, in-depth interviews with bakery owners and consumers, and analysis of transaction documentation.

Findings: The findings show that these bakeries have applied transparency in product information, warranty systems, contract documentation, and effective complaint-handling procedures. Furthermore, the implementation of *khiyār* rights, such as *khiyār majlis* and *khiyār 'aib*, is reflected through product guarantees, replacement options, and open communication. These practices indicate that the application of *istishnā'* contracts in Salatiga's patisserie industry successfully integrates spiritual values of Sharia with the legal certainty of civil law, contributing to business sustainability and customer satisfaction. This paper is a research article that offers practical contributions to the development of *istishnā'* contracts tailored to the needs of the custom food industry and Muslim consumers. The study recommends strengthening quality control systems and updating service procedures to ensure the blessing of transactions and enhance consumer trust.

Type Paper: Research Article

Keywords: *Istishnā'*; Patisserie Industry; Hak Khiyar

Introduction

In the context of Islamic business and economics, the *istishnā'* contract is one of the important agreements that is often used in the production industry, especially in the manufacture of ordered goods or those that require a production process in advance (Dhean Bimantara & Aang Asari, 2022). *Istishnā'* is an order-based sale and purchase contract that allows buyers and producers to agree on product specifications, processing time, and other conditions before the product is produced (Affandi, 2009).

Where the goods ordered do not yet exist when the contract is made and require a production process before they can be delivered to the buyer (Abu Azam Al Hadi, 2017). This provides flexibility and convenience for both parties in meeting the need for unique or special products, such as birthday cakes, wedding cakes, and various other patisserie products.

Istishnā' is similar to the salam contract, but differs in the flexibility of the completion time and the more intricate and complex product specifications (Syaikh et al., 2020). This makes *istishnā'* particularly relevant in industries based on specific production and customization, such as the patisserie industry.

The patisserie or specialty baking industry relies heavily on the concept of order-based production because the products produced are often customized according to customers' specific requests, such as shape, size, flavor, and design (Garvey et al., 2007). For example, customers who order birthday cakes, wedding cakes, or cakes for specific celebrations often have specific needs and preferences that cannot be met by existing or ready-to-sell products. Therefore, cake manufacturers need to prepare ingredients, design, and produce cakes according to consumer demand, which demands a certain degree of customization and manufacturing process.

In the context of an *istishnā'* contract, the cake producer acts as a *mustashnī'* (maker or producer) who receives an order from a *shanī'* (customer) with an agreement on the final product specifications, price, and completion deadline (Rahmat Hidayat, 2022). This process includes upfront agreement on the type of ingredients, cake size, decoration design, and pick-up or delivery date. Since *istishnā'* allows for the production of goods according to the order placed in advance, it gives producers the flexibility to customize the production process according to their capabilities and capacity (Yanuardin, 2024).

Several previous studies have examined *istishnā'* contracts in the bespoke manufacturing industry and demonstrated the relevance of these contracts in meeting the needs of specific and unique products, particularly in the patisserie industry. The patisserie industry often relies on special orders because the products produced are usually customized according to customer requests, whether in shape, size, taste, or design. Based on the literature study, the *istishnā'* contract is also considered to support the sustainability of sharia-based production, especially in areas that have a high demand for halal products. For example Fitria's research, ordering at Bakery Al-Zaytun using an *istishnā'* contract is based on a personal or special need through a standard operating procedure that has been initiated from the first time it was established with the entire payment mechanism in advance or in advance and with a letter of invitation known by the party concerned (Fitria et al., 2004). Akad *istishnā'* can also be done through e-commerce pre-orders with agreed criteria and payment according to the time deferred (Maylinda & Wirman, 2023).

The patisserie industry in Salatiga, a city with cultural diversity and an increasing demand for halal products, has shown interest in the use of *istishnā'* contracts. Now the ordering process of the patisserie industry is not only done directly at the outlet but can also be accessed through online channels such as WhatsApp, Facebook, and Instagram as applied by Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Risa Cake and Bakery, Roti Tegal and Lumayan Bakery. This industry offers a variety of attractive services from shapes, sizes, flavors, designs and delivery services according to the buyer's interest. These industry players are faced with the demands of increasingly selective consumers who expect products that are not only of high quality but also in accordance with sharia principles. However, the use of *istishnā'* contracts in practice still faces various challenges, especially related to legal certainty in terms of order specifications, price agreements, and legal consequences for product delays or discrepancies. As happened in the six stores, sometimes buyers experience delays in delivery (Abidin,

2024), receipt of defective cakes due to shipping shocks (FA, 2024), discrepancies between the cakes ordered and received such as striking differences in design (Aci, 2024), the taste that should be sweet chocolate becomes bitter chocolate (JD, 2024).

The practice of buying and selling *istishnā'* needs to pay attention to the level of buyer satisfaction (Fitria et al., 2004). Islamic law provides a complementary solution in buying and selling through the right of *khiyar*, which serves to protect buyers from possible fraud or dissatisfaction in ordering (Saad bin Turkiy Khaslan, 1433). This *khiyar* is the right for the buyer and seller to choose to continue or cancel the contract, to ensure that the order is carried out with fairness and transparency. The types of *khiyar* in Islam, such as *khiyar majlis*, *khiyar sharat*, *khiyar 'aib* and *khiyar ru'yah*, provide flexibility for the parties involved, especially when the goods received do not match the agreed specifications (Al-Bugha, 1886). In the Civil Code, similar protection rights for buyers are regulated in several articles. For example, Article 1491 of the Civil Code gives the buyer the right to cancel or file a complaint if the goods received are defective or not in accordance with the agreement. In addition, Article 1504 of the Civil Code also regulates compensation if the goods delivered are not in accordance with the quality or specifications agreed upon in the sale and purchase agreement (Soimin, 2014).

This article aims to analyze the application of *istishnā'* contracts in the patisserie industry in Salatiga with a descriptive-analytical approach, focusing on the review of Islamic law and civil law. This research uses the literature study method and in-depth interviews with patisserie industry players in Salatiga. The results of the study are expected to provide new insights and practical solutions in overcoming the challenges faced by the patisserie industry, especially regarding sharia compliance and legal security in the application of *istishnā'* contracts. It is also hoped that this research will be able to contribute to the sharia economic literature, especially in developing contract practices that suit the needs of the sharia-based patisserie industry.

Methodology

This research uses an empirical juridical approach (Sugiyono, 2020) with the objects of six bakeries in Salatiga, namely Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery. The focus of the research is the implementation of the *istishnā'* contract in fulfilling special orders for patisserie products according to Islamic law and the Civil Code. The researcher will visit the six bakeries to directly observe the practice of the *istishnā'* contract in the order process until the completion of the order. This observation includes interactions between the bakery and consumers, the process of taking order specifications, and determining prices.

Interviews were conducted with bakery owners, managers, and staff involved in the order production and delivery process. Questions focused on the agreement mechanism, specification determination, complaint handling, and dispute resolution. Interviews were also conducted with some consumers to understand their expectations regarding Shariah-compliant patisserie products. The researcher will request contract documents, including proof of transactions, receipts, and a written form of agreement that describes the contract used. This will enable a direct analysis of the contract's compliance with the principles of the *istishna'* contract. The data obtained from interviews and documentation will be coded according to the main themes, namely legal certainty, product specifications, price agreement, and legal consequences in case of violation. Each theme will be broken down into sub-themes, such as types of delays, types of product defects, and forms of price agreements. The results of observations will be coded based on the forms of deviations that often occur, such as late delivery, product damage, or non-conformity of specifications.

The analysis was conducted by comparing the results of observations and interviews with the legal principles of *istishnā'* in Islamic law and related articles in the Civil Code. Each bakery was analyzed to see the patterns of violations or deviations that occurred and how the solutions were provided. This data is compared to see the consistency in the application of the principles of the *istishnā'* contract. Based on the results of interviews with consumers, the researcher will evaluate the extent to which the bakery's products and services meet sharia principles, particularly in the aspects of product quality, honesty, and fairness in transactions. The theoretical framework of the *istishnā'* contract was chosen because the types of transactions in the patisserie industry often involve customized orders that require an agreement on price and completion time, which is in accordance with the definition of an *istishnā'* contract. This approach provides clarity on the legal aspects of order-based transactions (Ames et al., 2019).

With this method, it is hoped that the research can provide a detailed description of the application of *istishnā'* contracts in the patisserie industry and identify potential violations or legal problems that can be corrected to increase legal certainty for consumers.

Results and Discussion

Unraveling the Istishna' Akad: An Order Deal in the Framework of Islamic Law

Istishnā' is a sale between an orderer (*Muṭḥānī*) and an orderee (*Shānī*) of an item with certain specifications (*Maṣnū'*) (Affandi, 2009), for example for industrial goods (Musthofia et al., 2016) or property (Luthfi et al., 2021). The specifications and price of the goods must be agreed upon at the outset of the contract, while payment is made according to an agreement that includes the option of prepayment, installments, or postponement to an agreed time in the future (Al-Bugha, 1886). The Fatwa of the National Shari'ah Council of the Indonesian Ulema Council Number 06/DSN-MUI/IV/2000 on *Istishnā'* is a sale contract in the form of an order for the manufacture of certain goods with certain criteria and requirements agreed between the customer (buyer, *muṭḥānī*) and the seller (maker, *shānī*) (Dewan Syariah Nasional MUI, 2000).

Based on the description above, it can be understood that *Istishnā'* sale is a sale contract that emphasizes the process of making certain goods in detail between the maker of the goods and the orderer of the goods, where the manufacturing process, price, and payment are made according to the agreement in advance, in installments, or deferred to a time in the future. Fiqh scholars argue that the basis for the permissibility of *Istishnā'* transactions is the word of Allah, "*O you who believe, when you do business not in cash for a fixed time, you should write it down. And let a writer among you write it down correctly*". (Al-Baqarah;282)

With the command to spend wealth in the way of Allah, the suggestion of charity and the prohibition of usury, humans must try to maintain and develop their property, not wasting it in accordance with the provisions of Allah. This shows that wealth is not something that is hated by Allah and criticized by Islam. In fact, Allah, in addition to giving orders for it, also provides guidance and establishes general provisions and laws governing the ways of seeking, maintaining, using and spending property in the way of Allah (Ath-Thabari, 2007). In this verse Allah commands believers to carry out the provisions of Allah every time they enter into debt and credit transactions, complementing them with evidence, so that they can be used as a basis for resolving disputes that may arise in the future (Ath-Thabari, 2007). The evidence can be in the form of written evidence or witnesses. Written evidence

“Written evidence” should be written by a “scribe”, who writes down the contents of the agreement that has been agreed by both parties. The requirements of the scribe are (Hifnawi & Utsman, 2008):

- a. A fair person, not favoring one of the parties to the agreement, so as not to benefit one party and harm the other.
- b. Knowing the laws of God, especially those relating to the laws of covenants and transactions, so that he can give correct advice and guidance to the parties to the contract. This is because the scribe is also responsible and a witness between the parties, in case of a dispute in the future. The scribe in today's modern era is realized in the form of a notary/recorder of deeds of sale and purchase and debt and credit. In the structure of this verse, “just” is mentioned first, rather than “knowledgeable”, because being just is more important for a scribe. There are many people who are knowledgeable, but they are not just, so it is doubtful that their guidance and advice will be correct. A just person, even if he lacks knowledge, can be expected to give correct and impartial advice and guidance. The duty of the scribe is to write down the terms agreed upon by the parties to the contract. The method is that the debtor dictates to the scribe about something he has borrowed, the method and implementation of the agreement and so on. The purpose of dictating the contents of the agreement by the promisee, is so that what is written is an acknowledgment of the debtor, because with writing alone without any speech made by the debtor, then what is written alone cannot be used as an acknowledgment. Allah warns the one who promises to always keep his promise well. He should fear Allah, and be committed to his word.

In an *istishna'* contract, which is a production order-based sale and purchase contract, there is a provision that allows the consumer to order a product with certain specifications that must be met by the manufacturer. However, even if the specifications and price agreement are set, there are situations where the consumer's right to choose, or *khiyar*, may apply (Al Qasim Ibnu Salam, 1986). For example, a seller may feel uncomfortable if a sold item is returned, especially if he wants to complete the transaction quickly. On the other hand, the buyer may also feel disappointed if the goods he wants have to be returned and his money refunded. Therefore, for *khiyar* to be considered valid and not detrimental to either party, a clear statement or pledge from one or both parties is required. This pledge must be accepted by the other party and be based on a transparent agreement, thus fulfilling the principles of fairness and mutual understanding advocated in Islamic law (Suaidi, 2021). Thus, *khiyar* is not only a right, but also ensures that the transaction proceeds in good faith and without stress for all parties involved. As narrated by Imam Bukhari,

عَنْ حَكِيمِ بْنِ جَرَّامٍ رَضِيَ اللَّهُ عَنْهُ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: "الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا، فَإِنْ صَدَقَا وَبَيَّنَّا بُورِكَ لَهُمَا فِي بَيْعِهِمَا، وَإِنْ كَذَبَا وَكَتَمَا مُحِقَّتْ بَرَكَةُ بَيْعِهِمَا

Hakim ibn Hizam (may Allah be pleased with him) reported that the Messenger of Allah (blessings and peace of Allah be upon him) said: “*It is permissible for two people who are buying and selling to exercise khiyar (the choice to continue or cancel the sale) as long as they have not separated*”, or he said: “*until they have separated. If they are honest and reveal their trade, they will be blessed in their trade, and if they conceal and lie, the blessing of their trade will be destroyed.*” (Al-Bukhari, 1997).

This Hadith conveys an important teaching in Islam regarding the principles of honesty, transparency, and freedom in buying and selling transactions. In a hadith narrated from Hakim bin Hizam (may Allah be pleased with him), the Prophet (peace and blessings of Allah be upon him) states that both parties in a sale and purchase transaction have the right of *khiyar* - that is, the choice to continue

or cancel the sale and purchase as long as they have not separated. This indicates the freedom to decide until the transaction is considered complete, and gives both parties time to think it over without pressure, so that the sale takes place based on mutual consent and satisfaction (Al-Bukhari, 1997). In addition to the right of khiyar, the Prophet also emphasized the importance of honesty and openness in transactions. If both parties are honest and reveal the condition of the goods being traded, then blessings will overshadow the transaction. This teaches that Islam emphasizes blessings in property and transactions, which are achieved by fair behavior (Ad-Damasyqi, 1985).

Sell and Buy Agreement According to the Civil Code

Sale and purchase agreements are regulated in Articles 1457 to 1540 of the Civil Code. According to Article 1457 of the Civil Code, sale and purchase is an agreement between one party binding himself to deliver an object and the other party to pay the promised price. The main elements in a sale and purchase agreement are goods and prices, where between the seller and the buyer there must be an agreement on the price and the object of sale and purchase. A valid sale and purchase agreement is born when both parties have agreed on the price and goods. The consensual nature of the sale and purchase agreement is emphasized in Article 1458 of the Civil Code which reads, *“Sale and purchase is deemed to have occurred between the two parties immediately after these people reach an agreement on the object and its price, or the price has not been paid”* (Soimin, 2014). The sale and purchase adopted in civil law is only obligatory, which means that the new sale and purchase agreement places reciprocal rights and obligations between the two parties, the seller and the buyer, namely placing on the seller the obligation to transfer ownership of the goods he sells, while giving him the right to demand payment of the agreed price, and placing an obligation on the buyer to pay the price of the goods in exchange for his right to demand the transfer of ownership of the goods he buys.

A valid sale and purchase agreement is born when both parties have agreed on the price and goods, the sale and purchase agreement will exist when the occurrence or achievement of “agreement” regarding goods and prices. The consensual nature of the sale and purchase agreement is emphasized in Article 1458 of the Civil Code which reads *“Sale and purchase is deemed to have occurred between the two parties as soon as they reach an agreement on the goods and price, even though this item has not been delivered nor the price has been paid”*.

Cake Ordering Practices At Patisserie Industry Salatiga

Salatiga City is known for its many bakeries and patisseries that offer a wide selection of quality pastries. One of the most popular is Wonder Bakery which is conveniently located on Jalan Jendral Sudirman, offering a wide selection of breads such as sweet bread with various fillings (chocolate, cheese, sausage), premium white bread, danish, croissants, and various wet cakes. Their signature products include black forest, cheese cake, and rainbow cake. For delivery, Wonder Bakery provides delivery service within Salatiga city with delivery fee starting from Rp 10,000 depending on the distance, or customers can use online motorcycle taxi service. For out-of-town orders, they work with an expedition service that can guarantee the safety of the products during delivery. This bakery has been established since the 1990s and is famous for its variety of sweet breads and tarts that are a favorite among Salatiga residents. To place an order at Wonder Bakery, customers can either come directly to the store or contact them through the phone number provided. Especially for tarts, it is best to order at least 2-3 days in advance so that it can be adjusted to the customer's wishes.

Anno Bakery, located in the Taman Sari area, is a modern bakery with a minimalist industrial concept. The shop offers various types of fusion pastries that blend local and international flavors, European-style pastries such as éclair, macaron, mille crepe, and opera cake. They also serve artisan breads such as sourdough, baguettes and premium croissants. The ordering system at Anno Bakery is quite advanced, with customers able to order through their instant messaging platform or social media. The shop also provides delivery service for Salatiga and surrounding areas with a certain minimum purchase.

MJ Cake and Bakery in the Kalicacing area has long been the choice of Salatiga residents, especially for birthday cakes and special occasions. The shop is known for its premium quality ingredients and customizable cake designs. MJ Cake and Bakery is famous for its butter cake, chiffon cake, and modern pastries such as red velvet, tiramisu, and mousse cake. They also offer breakfast pastries such as croissants, danishes, and premium sandwiches. For ordering, customers can visit the store in person to consult on the desired design and flavor, or they can do so via WhatsApp by sending the desired design reference. For delivery, MJ Cake works with various online delivery platforms and provides its own delivery service for orders of at least Rp 200,000. They have special packaging designed to maintain the integrity of the cake during delivery.

Risa Cake and Bakery is a bakery that focuses on traditional products with a modern twist. Located in Salatiga Permai area, the shop is famous for its variety of moist cakes and soft steamed buns. Their products include lapis legit, spikoe, marble sponge, as well as modern cakes such as chocolate indulgence and fruit cake. The ordering system is still conventional where customers need to come in person or call to place an order. For large orders, it is recommended to order at least 3 days in advance. They also deliver out of town using the expedition service of the customer's choice, with special packaging that is shockproof.

Roti Tegal comes with a simpler concept while maintaining quality and affordable prices. Roti Tegal features classic breads such as mattress bread, torn bread, donuts, and a variety of traditional market snacks such as lempeng, risoles, and klepon. Located on Jalan Diponegoro, this shop is a favorite choice for everyday snacks and souvenirs. Orders can be made directly at the shop, and for large orders, it's best to place them the day before. Roti Tegal cooperates with online motorcycle taxis and provides its own delivery service for purchases of at least Rp 100,000 within a 5 km radius of the store.

Lumayan Bakery, located in the Pasar Raya area, offers a wide selection of breads and cakes at economical prices, such as ragout sandwiches, pizza rolls, sausage rolls, and various cakes such as brownies, lapis surabaya, and roll cakes. The shop is famous for its fresh bread and sandwiches that are always fresh from the oven. The ordering system is still traditional where customers need to come directly to the store, but for large orders it can be done by phone with a minimum order of one day in advance. Lumayan Bakery's delivery system includes free delivery service for a certain area with a minimum purchase of Rp 150,000, or using online courier services for a wider area.

All of these bakeries generally operate from morning to night, with operating hours from 07:00 to 21:00 WIB. For large orders or special events, each store has a different minimum order policy, ranging from 2-7 days before pick-up. Payment can be made in cash, bank transfer, or using various digital payment methods available. Some stores also require a down payment for special or large orders.

The quality of products offered by these bakeries in Salatiga has been tested and earned the trust of the local community. Each shop has its own uniqueness and specialties, giving consumers a variety of choices to suit their tastes and needs. With the development of technology, the ordering process has

also been made easier through various digital platforms, although the traditional ordering option of visiting the store in person remains a popular choice.

Delivery times also vary depending on the type of order and distance. For deliveries within the city, it can generally be done within 1-3 hours after ordering. For out-of-town deliveries, it can take up to 1-2 days depending on the location and the expedition service used. Some stores also provide express delivery services at an additional cost for urgent needs.

The payment system for delivery services can generally be done via bank transfer, e-wallet, or cash on delivery (COD) for in-town deliveries. Some stores have a policy of full payment before delivery for special orders or out-of-town deliveries. Each store also has an order tracking system that can be monitored via WhatsApp or the delivery platform used. Each of these bakeries has its own uniqueness and specialties, ranging from menu options, price range, to the ordering system offered. This gives Salatiga residents a variety of options to fulfill their pastry needs according to their taste and budget. Although some shops still use the conventional ordering system, the quality of the products and the service provided are well maintained, allowing the patisserie industry in Salatiga to thrive and remain in demand by the community.

Common *Istishnā* ' Challenges in Bakeries

In the practice of buying and selling with *istishna* contracts in the bakery industry sector, several leading bakeries in the region have implemented quality standards that meet consumer expectations. Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery have implemented a comprehensive quality control system in various aspects of their operations. In terms of product freshness, all five stores apply a maximum storage policy of 2 days to ensure that the quality of the bread remains optimal. As a form of responsibility to consumers, they apply a discount system for products that are close to the storage time limit. This reflects their commitment to transparency and honesty in transactions, in accordance with the principles of the *istishna* contract.

Consistency of flavor is a top priority by maintaining consistent use of ingredients from the same brand. Bakers follow standardized recipes with precise measurements, creating products with stable flavors. Each store maintains detailed records of the formulation and production process to ensure quality consistency. In terms of product appearance, they implement a double verification system. Before the product is handed over to the customer, it is checked for conformity with the photo or display that was agreed upon during the order. An organized visual documentation system facilitates the verification process and minimizes misunderstandings with customers.

Hygiene and food safety aspects receive special attention through the implementation of strict hygiene standards for employees and production areas, the use of preservatives within safe limits according to BPOM regulations, separate and controlled raw material storage systems, regular checks to prevent insect contamination, periodic cleaning and sanitation programs. In terms of service, the five stores show professionalism by providing a complete product catalog with detailed specifications, a multi-channel communication system to facilitate interaction with customers, responsive complaint handling with a clear SLA (Service Level Agreement), standardized shipping procedures with secure packaging, real-time information on order status.

Delivery procedures are carried out with standards that include the use of packaging appropriate to the type of product, temperature control during delivery, delivery time adjusted to the distance, verification of product condition at handover, complete delivery documentation. Information

transparency is also implemented through early notification for products that will be discontinued, regular updates on stock availability, price change information communicated at least 7 days in advance, detailed explanation of product content and shelf life.

The istishna contract ordering system reflects the stores' commitment to fulfilling consumer rights in accordance with Islamic law, where product specifications, quality, and delivery time are explained in detail at the beginning of the transaction. This creates certainty and comfort for both parties in the transaction. In Al-Baqarah 282, it is stated, "*O you who believe, when you do business not in cash for a specified time, you should write it down...*". The implementation of this verse is seen in the ordering practice, where every transaction is recorded in a documented ordering system, including product specifications, prices, processing time, and proof of payment. The agreement between seller and buyer is confirmed in writing, and changes in the order are also documented.

Conformity with the Civil Code is reflected in several articles that underlie the practice of buying and selling in bakeries. Article 1457 defines sale and purchase as an agreement between two parties regarding the delivery of goods and payment of price, which in practice is realized through the bakery's commitment to deliver the products as ordered, while consumers pay the agreed price. Article 1458 states that a sale occurs when an agreement is reached even if the goods have not yet been delivered. This is implemented through the booking fee or down payment system, which indicates a commitment from both parties accompanied by order documentation. Furthermore, Article 1459 stipulates that title to the goods does not pass to the buyer until delivery is made. This product handover procedure is well documented, and verification is done when the product is received. Meanwhile, Article 1460 stipulates that the specified goods become the responsibility of the buyer upon purchase. Its implementation includes a record-keeping and transparency system, such as photo documentation of products before delivery, proof of payment, and systematically organized order archives.

Other aspects include consumer rights protection, sharia compliance, and legal operational standards. In terms of consumer rights protection, these stores provide a two-day product quality guarantee, have a clear complaint procedure, and provide a replacement warranty if the product does not match the order. In terms of sharia compliance, the use of halal raw materials and hygienic production processes are implemented with transparency and honesty in every transaction. In addition, these stores also carry out legally compliant operational standards with shipping and storage procedures that follow regulations, implement standards from BPOM, and ensure complete documentation on every transaction.

The ordering practices in these bakeries are linked to the hadith on the principle of khiyar in buying and selling: *الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا، فَإِنْ صَدَقَا وَبَيَّنَّا بُرْكَ لَهُمَا فِيْ صَدَقَا وَبَيَّنَّا بُرْكَ لَهُمَا فِي بَيْعِهِمَا، وَإِنْ كَذَبَا وَكَتَمَا: مُجِفَّتْ بَرَكَتُهُ بَيْعِهِمَا* "The seller and buyer have the right of khiyar as long as they have not separated. If both are truthful and explain (the condition of the goods), then both are blessed in their trade. But if they lie and conceal (defects), the blessing of the trade will be removed." (HR. Bukhari and Muslim). This principle is applied in the aspect of honesty and openness which involves transparency of product information such as ingredient composition, shelf life, use of preservatives, price, and discount system.

In addition, the openness of product conditions is manifested in the explanation of the freshness of bread (maximum two days), the status of discontinued products, transparency of storage systems, and honesty in providing discounts for products that are approaching the shelf limit.

From the aspect of explanation (*al-bayan*), visual documentation in the form of accurate product photos, displays that match the original product, product catalogs, and written information that includes

product specifications, ordering procedures, terms and conditions, and shipping and storage information, are also applied. The right of khiyar is also applied, such as khiyar majlis, which gives consumers the opportunity to choose products, time to consider ordering, and the opportunity to cancel before production begins, as well as khiyar 'aib, which guarantees product quality, provides a return system for defective products, and provides replacements for products that are not as ordered.

Blessings in transactions are manifested in spiritual aspects such as the use of halal ingredients, clean production processes, honesty in scales, and trustworthy services. From the social aspect, the bakeries offer fair prices, friendly service, social responsibility, and customer satisfaction. Fraud prevention is also considered through a quality control system that includes raw material inspection, production control, final product verification, hygiene supervision, as well as a documentation system that includes transaction records, order archives, proof of receipt, and documentation system.

The application of this principle brings positive impacts to the seller, such as increased customer trust, good business reputation, business sustainability, and increased sales. For buyers, it creates satisfaction, quality assurance, security in transactions, and spiritual added value. Thus, the ordering practices in these five bakeries have attempted to apply the principles of honesty and openness in accordance with the hadith, through transparent operational systems, quality standardization, good documentation, and professional services. In addition, consumer protection is guaranteed with khiyar rights, warranty systems, complaint procedures, and product replacement. Spiritual values are realized through halal products, honesty in transactions, trustworthy services, and business blessings, which overall support business sustainability by maintaining customer satisfaction, consumer loyalty, and business growth.

The overall practice shows that Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery have implemented operational standards that meet the criteria of istishna contracts well, providing product quality assurance and satisfactory services for their consumers.

Conclusion

Based on the analysis that has been conducted on the ordering practices at Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery, it can be concluded that the five stores have implemented an operational system that is in line with sharia principles and positive law. In the perspective of Al-Baqarah 282, they have implemented a comprehensive recording and documentation system for each transaction, providing legal protection for both parties. Viewed from the Civil Code articles 1457 to 1460, the sale and purchase practices carried out have fulfilled formal legal aspects, starting from the price agreement, the handover process, to the protection of consumer rights.

Furthermore, when analyzed using the khiyar principle in the hadith “الْبَيْعَانِ بِالْخِيَارِ”, the five stores have implemented the values of honesty and openness in their transactions. This is reflected in the transparency of product information, a strict quality control system, and the granting of khiyar rights to consumers. Practices such as providing information about the shelf life of products, a discount system for products approaching the deadline, and clear complaint procedures show their commitment to maintaining honest transactions.

The implementation of operational standards that pay attention to sharia and legality aspects not only provides protection for consumers, but also creates a healthy and sustainable business climate. Information transparency, honesty in transactions, and professional service have resulted in consumer trust that has a positive impact on business sustainability. Through these practices, the five bakeries are

not only pursuing profits, but also maintaining spiritual values in doing business, in accordance with the principle that honesty and openness will bring blessings in every sale and purchase transaction.

Thus, it can be said that Wonder Bakery, Anno Bakery, MJ Cake and Bakery, Roti Tegal, and Lumayan Bakery have successfully integrated sharia principles, positive legal provisions, and modern operational standards in their business practices. This success is not only reflected in the material aspect of business growth, but also in the spiritual aspect of applying the values of honesty and justice in every transaction, which ultimately creates a mutually beneficial relationship between sellers and buyers.

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