



IMPLEMENTATION OF BUSINESS ETHICS IN VESPA SALES AND PURCHASE AGREEMENTS IN THE SCOOTER GARAGE KRANGKENG INDRAMAYU PERSPECTIVE SHARIA ECONOMIC LAW

PENERAPAN ETIKA BISNIS DALAM PERJANJIAN JUAL BELI VESPA DI BENGKEL SKUTER KRANGKENG INDRAMAYU PERSPEKTIF SYARIAH HUKUM EKONOMI

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Abstract

This study aims to analyze in depth the implementation of islamic business ethics in the sale and purchase of classic Vespa motorcycles at Garage Scooter krangkeng, Indramayu Regency, through the perspective of Sharia Economic Law. As part of sociological phenomenon and contemporary automotive creative economy, transactions of used motorcycles with high historical value are often faced with technical information asymmetry between business actors and consumers. This study uses a qualitative-descriptive method with a normative-empirical case study approach. Primary data were collected directly from the field through participatory observation and in-depth interviews with Garage Scooter owners and consumers, while secondary data were obtained through participatory observation and in-depth interviews with Garage Scooter owners and consumers, national regulations. The result of the study indicate that transaction practices at Garage Scooter Kangkeng are carried out through a direct sale and purchase scheme (bal' musawamah) and an indent system for ordering modification restorations. Business actors have implemented basic islamic business ethics values such as honesty (shiddiq), trustworthiness, transparency, and responsibility for product quality. However, crucial loopholes are still found in the form of weak black and white documentation (written contracts), which opens up the potential for uncertainty (gharar) and manipulation of minor information (tadlis) related to detailed machine specifications and the accuracy of restoration times. Viewed from Shari Economic Law, the validity of the pillar and conditions of commodity objects requires strengthening after-sales technical transparency through written instruments (al-kitabah) to uphold the principle of mutual consent (an-tardhin) and the right to choose (khiyar al-'aib) in order to achieve true benefit (maslahah).

Keywords : Sale And Purchase Agreement, Islamic Business Ethics, Sharia Economic Law, Classic Vespa.



Abstrak

Penelitian ini bertujuan untuk menganalisis secara mendalam implementasi etika bisnis Islam dalam jual beli sepeda motor Vespa klasik di Bengkel Skuter Kangkeng, Kabupaten Indramayu, melalui perspektif Hukum Ekonomi Syariah. Sebagai bagian dari fenomena sosiologis dan ekonomi kreatif otomotif kontemporer, transaksi sepeda motor bekas dengan nilai sejarah tinggi seringkali menghadapi asimetri informasi teknis antara pelaku bisnis dan konsumen. Penelitian ini menggunakan metode kualitatif-deskriptif dengan pendekatan studi kasus normatif-empiris. Data primer dikumpulkan langsung dari lapangan melalui observasi partisipatif dan wawancara mendalam dengan pemilik dan konsumen Bengkel Skuter, sedangkan data sekunder diperoleh melalui observasi partisipatif dan wawancara mendalam dengan pemilik dan konsumen Bengkel Skuter, serta peraturan nasional. Hasil penelitian menunjukkan bahwa praktik transaksi di Bengkel Skuter Kangkeng dilakukan melalui skema jual beli langsung (bal' musawamah) dan sistem indent untuk pemesanan modifikasi restorasi. Para pelaku bisnis telah menerapkan nilai-nilai etika bisnis Islam dasar seperti kejujuran (shiddiq), kepercayaan, transparansi, dan tanggung jawab atas kualitas produk. Namun, celah penting masih ditemukan dalam bentuk dokumentasi hitam putih yang lemah (kontrak tertulis), yang membuka potensi ketidakpastian (gharar) dan manipulasi informasi kecil (tadlis) terkait spesifikasi mesin yang detail dan ketepatan waktu restorasi. Dilihat dari sudut pandang Ekonomi Syariah, validitas pilar dan syarat-syarat barang dagangan memerlukan penguatan transparansi teknis puna jual melalui instrumen tertulis (al-kitabah) untuk menegakkan prinsip persetujuan bersama (an-tardhin) dan hak untuk memilih (khiyar al-'aib) guna mencapai manfaat yang benar (maslahah).

Kata Kunci : Perjanjian Jual Beli, Etika Bisnis Islam, Hukum Ekonomi Syariah, Vespa Klasik.

1. INTRODUCTION

Humans, as social beings, are naturally unable to fulfill their basic needs alone, but constantly require reciprocal interaction with others including in the realm of fulfilling economic needs through trade transactions. In the conceptualization of Islamic law, the activity of fulfilling these needs is facilitated through the Islamic jurisprudence of muamalah (Islamic jurisprudence) which regulates horizontal relationship between humans. One of the most fundamental and widely practiced instrument of muamalah in everyday sociological reality is the sale and purchase agreement (al-bai'). The legal impact of a valid sale and purchase is the voluntary transfer of ownership (tasharruf) of a commodity from the seller to the buyer with mutually agreed-upon material compensation.

In the contemporary era, commodity objects in the buying and selling market have transformed dynamically, no longer just covering new primary commodity goods, but also expanding into the secondary commodity market in the form of used goods with high hobby and historical value (vintage), one of which is the classic motorcycle brand, Vespa. The sociological trend of classic automotive vehicles in Indonesia, particularly in the Cirebon and Indramayu regions, has seen a significant increase in popularity over the past few years. Classic Vespa are no longer seen solely as mechanical means of transportation, but have shifted to become a symbol of subcultural identity for the scooterer community and a valuable investment vehicle for the creative economy.

This collective love for classic Vespa motorcycles has sparked the birth of creative economic business units in the form of restoration workshops, custom, and also a platform for buying and selling transaction, such as Garage Scooter located in Krangkeng District, Indramayu Regency. This business unit provides Vespa units in original, antique condition, total reconditioning, and special modification (custom) tailored to the personal preferences of consumers. In reality, the transaction process at Garage Scooter Krangkeng applies two main models, namely a direct cash purchase scheme for ready-to-use units and an indent system (advance ordering with a down payment) for comprehensive restoration work.



However, the unique characteristics of classic Vespa Vehicles, such as the complexity of their old engines, the rare originality of their spare parts, and consumers. Business owner naturally understand the details of engine deficiencies or installed imitation components, while consumers are often in a vulnerable position in term of technical information. Furthermore, the majority of restoration and custom sales transaction in these workshops are still base on verbal agreements (based on mutual trust between scooterists) without any rigid written contractual clauses. This phenomenon triggers the emergence of disputes (tanazu') in the form of uncertainty about the final price, delays in restoration completion times, and discrepancies in the physical specifications of the resulting vehicle

Form the perspective of Sharia Economic Law, all form of economic transactions are required to based on the pillars of justice, openness (transparency), and must be free form elements that undermine the validity of the contract, such as gharar (uncertainty that causes harm), tadlis (fraud/concealment of defects in objects), and usury. Contemporary scholars such as gharar Az-Zuhaili emphasize that clarity of specifications for used goods is an absolute requirement that must not be ignored in order to uphold the principle of mutual consent (an-taradhin). Failure to transparently disclose the actual condition of used goods can harm the contract and eliminate the dimension of business blessings. Therefore, shifting transaction models to precise Sharia contract schemes such as the istisna' contract for custom restoration work and the bai' musawamah contract for direct buying and selling is a crucial normative urgency that requires further in-depth examination. This study aims to thoroughly examine the reality of the implementation of Islamic business ethics and the validity of the Vespa sale and purchase agreement at Garage Scooter Krangkeng Indramayu from the perspective of Sharia Economic Law.

2. RESEARCH METHOD

This research was designed using a qualitative-descriptive research method with a normative-empirical case study approach (field research). The normative approach was used to examine the suitability of the research object with the text of the Qur'anis evidence, the Prophet's Hadith, the principles of Islamic jurisprudence (fiqh muamalah), and the Compilation of Sharia Economi Law (KHES). Supreme Court Regulation No. 2 of 2008, and DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017 concerning sale and purchase Agreements. An empirical approach was implemented to directly observe and analyze the behavior, understanding, and sociological realities of business actors and consumers at the transaction location.

The data sources in this research are divided into two categories. Primary data were obtained directly form primary sources in the field through passive participant observation of negotiation and transaction activities, and in-depth interviews based on structured interview guidelines. Secondary data were collected through comprehensive library research, including contemporary Islam jurisprudence textbook, accredited national scientific journals, previous theses, and drafts of positive Islamic law regulations in Indonesia.

All data that has been successfully collected is then organized and analyzed interactively using the Miles and Huberman qualitative data analysis model through four systematic stage: (1) Comprehensive data collection from the field. (2) Data reduction in the form of a process of selecting, simplifying, sharpening, and removing data that is not relevant to the focus of the problem formulation. (3) Presentation of data (data display) in an analytical narrative manner to structure information relationship patterns, and (4) Verificaton or logical deductive conclusion drawing to produce a valid scientific conceptualization related to the object being studied.

3. RESULT AND DISCCUSSION

Vespa Buying and Selling Transaction Practices at Krangkeng Scooter Garage in Indramayu

Based on the results of field investigation, participant observations, and in-depth interviews at Garage Scooter Krangkeng Indramayu, it was found that this business unit operates two main business model sches in serving the circulation of classic Vespa motorcycle trade. The fist scheme is the Buying



and Selling of Ready to Use Units (Ready Stock), where buyers come to the workshop showroom, choose a classic Vespa unit (such as the Excel, PX, Super, or Sprint) which has been displayed in prime condition as a result of internal workshop restoration, conducting a vehicle test drive, negotiating the price, and making cash payments directly on the spot.

The second scheme is the Custom Order Restoration Indent System. This system operates when a customer brings their own Vespa or orders a used or defunct Vespa from a workshop for a complete rebuild. This work includes body restoration (rust removal, welding, repainting according to color code), engine rejuvenation (engine splitting, replacing original or imitation parts, upgrading ignition system, or installing after sale accessories). In this pre order scheme, the customer and the workshop owner agree on an estimated total cost and provide a down payment of between 30% and 50% as a deposit, with the balance due upon completion of the entire unit.

One crucial finding in the procedural aspects of transactions at Garage Scooter Krangkeng is the lack of written contracts (black and white) containing detailed rights and obligations. All agreements, from detailed engine specifications, brands of spare parts to be installed, target completion time, to post purchase damage warranties, rely solely on verbal agreements made face to face or via digital chat rooms (WhatsApp). This practice of not having written documents is based on the sociological culture of the "Scooter Senja" community, which upholds the principles of solidarity, brotherhood, and a strong sense of mutual trust (one Vespa, a million brothers).

Analysis of the Implementation of Islamic Business Ethics by Business Actors

In evaluating the business behavior practiced by the Owner of Garage Scooter Krangkeng, the analysis is directed at four main indicators of Islamic business ethics, namely shiddiq, amanah, tabligh, and fathanah. Based on interviews with consumers, the business owner was assessed as having good moral integrity in terms of Shiddiq (Honesty) and Amanah (Trustworthiness). The business owner honestly explained the authenticity of the vehicle's administrative documents (SNTK and BPKB), whether the frame and engine numbers were accurate or whether there were any deferred tax issues (overdue tax). The business owner was also trustworthy in restoring motorcycles according to the funds allocated by the consumer, without engaging in corrupt practices such as replacing good original components with worn out ones.

However, a weakness in business ethics is found in the Tabligh (Transparency) aspect due to the lack of written documentation. In practice, minor information asymmetries often occur where business actors forget or lack detail in communicating the use of several counterfeit (first class/local imitation) used spare parts when original Italia spare parts are not found in the scarcity market. Although there is no deliberate intention to deceive (tadlis), this unclear communication of details triggers consumer disappointment later when dismantling independently. Furthermore, the Fathanah (Professionalism) aspect of the work time is often overspent. Without a written contract binding the deadline, restoration work often experiences delays (delays) from the initial verbal estimate because the owner prioritizes light daily service work for other customers who come in succession.

Review of Islamic Economic Law on the Practice of Sale and Purchase Contracts

Viewed from the principles of Islamic Economic Law, the validity of the pillars and conditions in transaction practices in Garage Scooter Krangkeng Indramayu has generally fulfilled its obligations. The parties who entered into the agreement (Al- Aqidain) have fulfilled the legal capacity (ahliyah alada'), namely being an adult (baligh), of sound mind, and acting voluntarily without any element of physical or psychological coercion from any party (an-taradhin).

However, when dissected using the knife of muamalah contract theory analysis and the Compilation of Economic Law Sharia (KHES), there are different legal implications in the two business schemes:

Construction of Ready Stock Unit Sale and Purchase Agreement

Transactions of ready to use units in this workshop are classified according to Islamic jurisprudence as a Bai' Musawamah contract, namely buying and selling. Directly through a free price bargaining mechanism between sellers and buyers. Commodity objects (mabi') in the form of a



physical Vespa unit that is clearly manifested in the assembly of the contract, can be eliminated, in total. Judging from article 59 of the KHES, this transaction is valid and binding (*luzum*) on both parties immediately after the verbal acceptance and of the marriage contract has been carried out and the money has been carried out and the money has been handed over.

Construction of Modified Restoration Indent System Contract

The implementation of a custom restoration order system is more appropriately placed under the umbrella of Islamic Law under construction. *Istishna'* contract (sale and purchase based on an order to produce goods with certain specification). Based on the Fatwa DSN-MUI No. 110/DSN-MUI/IX/2017 and the principles of *muamalah* jurisprudence, the absolute condition for the validity of the *istishna'* contract is The specification of the ordered goods must be stated in detail, clearly, measurably and bindingly, including the type of components, paint quality, engine performance, and definite delivery time (deadline).

The absence of a written contract (*al-kitabah*) in the indent system at Garage Scooter Krangkeng causes. Administrative defects that risk dragging transactions into the area of *Gharar Yasir* (mild uncertainty) to *Tadlis Minor* (concealment of speculative information). Delay in motorbike delivery due to lack of the existence of a written penalty clause, as well as the unclear brand of spare parts in the verbal agreement is a form of real from *gharar* which is prohibited in sharia because it has the potential to harm consumer rights and trigger as stated in QS. Al-Baqarah verse 282 regarding the *mudayanah/kitabah* verse.

Furthermore, in the context of after sales consumer protection, Sharia Economic Law provides protection through the *Khiyar al-'Aib* instrument (right to vote due to hidden defects in the traded object) as regulated in Article 76-78 KHES. At Garage Scooter Krangkeng, the machine warranty is usually given orally for one to three months. If damage is found during the warranty period internal engine that is intentionally or unintentionally hidden by the workshop during the transaction, the automatically Sharia Law consumers have the absolute constitutional right to choose to cancel the contract by requesting full refund (*fasakh*), or continue with the contract by requesting compensation for free repairs from business actors. Enforcing these rights is crucial for maintaining social harmony and ensuring business continuity, on the corridor of mutual benefit (*maslahah*)

Table. 1. Matrix of Analysis of the conformity of Vespa Buying and Selling Transaction Practices with Sharia Economic Law

No	Transaction Aspects in Field	Sharia Economic Law Perspective (KHES&DSN-MUI)	Validity Status & Recommendation Juridical
1	Buy and Sell Read Units Stock: cash transaction directly, the unit was tried in showroom, bargaining free.	Fulfilling the rules <i>al-bai'</i> (<i>yes' Musawamah</i>). The object is real, clear, and free from <i>gharar</i> elements (Article 59 KHES).	Valid according to Sharia Law. The transaction is binding on both parties once payment is made at the contract meeting.
2	Restoration Indent System: Work based custom on verbal orders, pay DP in advance, pay in full at the end.	Included in the framework of the <i>Istishna'</i> contract. Demanding clarity of commodity material specification and timely delivery.	Conditionally Valid. Contains loopholes <i>Gharar yasir</i> because it is not recorded. Recommendation: it is mandatory to implement written contracts (<i>al-kitabah</i>)
3	Technical Information Asymmetry: Use of spare parts	Prohibited because it is close to the elements of <i>Tadlis</i> (concealment of defects/quality of objects)	Needs Repair (Makruh/Defective). Business actors are required to disclose the



	local/imitation without detailed documentation.	according to DSN-MUI Fatwa No. 110.	original component checklist in detail. Vs imitation
4	Delay Submission: Time restoration work is often delayed from verbal estimate early.	Violating base professionalism (fathanah) and the principle of keeping promises in sharia contracts (QS, Al-Ma'idah: 1)	Injury Promise (Default). A compensation clause or determination of the time period for the work is required realistic and written.
5	Warranty Damage Machine: Verbal agreement of free repair 1-3 months post purchase	A real manifestation of consumer protection rights base on <i>Khiyar al-'aib</i> (Articles 76-78 KHES).	Completely Sharia compliant . it serves to restore buyers rights and uphold after and sale benefits.

4. CONCLUSION

Based on the results of theoretical analysis and in-depth discussion regarding the transformation of the thesis from this, several main conclusions can be draw as follows:

The practice of buying and selling classic Vespa motorbikes at arage Krangkeng Indramayu is carried out through.

Two operational schemes, namely the direct buying and selling scheme for ready to use units based on the bai' musamawah model, as well as the indent scheme for custom modification restoration work which is substantially subject to characteristics of the istishna' contract.

Business actors at Garage Scooter Krangkeng Indramayu have generally instilled the noble values of Islamic business ethics, especially in the indicators of honesty (shiddiq) regarding the legality of documents and rellabillty. (trustworthiness) in maintaining the integrity of the vehicle's construction. However, the effectiveness of this business ethic is reduced in terms transparency (tabligh) and time professionalism (fathanah) due to the absolute reliance on verbal agreements without formal record keeping.

Viewed from the perspective of Sharia Economic Law (KHES) and the DSN-MUI Fatwa, the absence of a written contract (al-kitabah) in the restoration indent scheme triggers the emergence of uncertainty gaps (gharar yasir) and the potential for manipulation of spare part quality (tadlis), which violates the principle of mutual consent (ab-taradhin). Nevertheless, the provision of after sale warranty guarantees in this workshop has been carried out in line with the spirit of upholding consumer choice through the instrument of *khiyar al-'aib* in order to create blessed economic benefits.

SUGGESTION

Based on the findings of this study, Garage Scooter Krangkeng Indramayu is encouraged to strengthen the implementation of Islamic Economic Law principles by establishing written agreements for every transaction, particularly for indent orders and Vespa restoration services. In addition, complete and transparent information regarding the vehicle's condition, originality of components, and pricing should be clearly communicated to customers in order to ensure fair transactions and prevent elements of gharar (uncertainty) and tadlis (deception).

Consumers are advised to exercise greater caution by carefully reviewing the condition of the vehicle and understanding all terms of the agreement before completing a purchase. This will help protect the rights and obligations of both parties and reduce the likelihood of future disputes.

Future researchers are encouraged to expand this area of study by examining vehicle sales practices in different settings or by exploring the application of other Islamic contracts, such as istisna', salam, or wakalah. Such research would contribute to the further development of knowledge in the field of Islamic Economic Law.



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