

APPLICATION OF MAJLIS KHIYAR ON BUYING AND SELLING OF USED CLOTHES IN THE PERSPECTIVE OF ISLAMIC LAW (STUDY AT PASAR KLITIKAN NOTOHARJO, SURAKARTA)

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ABSTRACT

The purpose of this study is to find out the practice of buying and selling used clothes, the practice of implementing the khiyar majlis rights on second-hand clothing traders and the view of Islamic law on khiyar majlis on buying and selling used clothes in the Klitikan Notoharjo market, Surakarta. The method of this research uses descriptive qualitative method. The results of this study are the buying and selling practices that occur in the market in the Klitikan market are the same as buying and selling in general but have different provisions, namely between buying and selling carried out between used clothing agents and sellers or retailers carried out in the form of sacks or balls purchased directly or through telephone media, the practice of buying and selling between sellers and buyers in the form of wholesale and retail. The application of the khiyar majlis right is applied by two of the three used clothing traders in the klitikan market of Notoharjo Surakarta, in this case it means that the majority of used clothing traders apply the khiyar majlis right. The practice of khiyar majlis rights that occurred in the notoharjo klitikan market was carried out in accordance with the Imam Syafi'i school of law, namely fulfilling the conditions for the implementation of khiyar, namely an agreement between the two parties, giving the right to vote to both parties whether they want to continue or cancel the transaction even though both are still in the assembly. contract and consent has taken place.

Keywords: *Buying and Selling, Khiyar Majlis, Used Clothing, Islamic Law*

INTRODUCTION

Muamalah is a human activity in an effort to meet physical needs and must be carried out in accordance with the legal basis that applies in Islamic law (Syaikhu et al., 1981). One form of effort that is carried out by humans to fulfill their needs is to carry out muamalah activities (Munib, 2018). There are various forms of muamalah, including pawning, buying and selling, leasing and so on. One form of muamalah

that often occurs is buying and selling of goods or services. the contract of approval of sale and purchase when there is a process of bargaining, exchanging another item or money for goods or vice versa under certain conditions (Basori, 2007:1). Allah said in surah QS. Al-Baqarah Verse 275: *وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا*....

The snippet of the verse above explains that the law of buying and selling is permissible and permitted by Allah SWT. as long as the sale and purchase transaction does not contain usury. Riba is prohibited because in its activities it only benefits one party, while buying and selling can benefit both parties, even though both are looking for profit, there are fundamental differences in the process of seeking profit. This is because many buying and selling activities that occur in the midst of society are carried out in a false way and contain elements of usury (Suretno, 2018). Islam strictly prohibits coercion, fraud, deceit and haste in the implementation of a sale and purchase agreement. Because, in the view of Islamic law, the practice of buying and selling can be said to be legal, if in the implementation process it has fulfilled the pillars and conditions (Shabrina & Muthoifin, 2022). In addition, khiyar must be present in a sale and purchase transaction, especially for contract actors who feel disadvantaged or regret while making a sale and purchase contract so that benefit is achieved in a transaction so that there is no dispute between the seller and the buyer. Khiyar is the freedom to choose to seek goodness whether to continue or cancel a contract in a sale and purchase transaction (Indriati, 2016).

The types of khiyar that are often used in buying and selling are majlis khiyar, syara khiyar and disgraceful khiyar and ru'yah khiyar (Hamid, 2021). Judging from one of the legal conditions of buying and selling, namely by carrying out voluntary transactions between the two parties. This is very necessary between the seller and the buyer to make an agreement in carrying out the buying and selling process if there is a problem, such as rushing to make the consent granted because there is an interest that demands the cancellation of the contract. In Islam this activity is usually called khiyar majlis. The khiyar that are commonly used are majlis khiyar, disgraceful khiyar, conditional khiyar and ru'yah khiyar. Of the four types of khiyar, the researcher will only focus his research on majlis khiyar. Pasar Klilitan Notoharjo is one of the most well-known markets in the city of Surakarta as a used goods shopping center. In addition to used goods, this market also provides new merchandise (Purnomo, 2017). This market is one of the traditional markets in the city of Surakarta, according to Handoyo in (2017) the trade locations in traditional markets are divided into three parts, namely the kiosk, booth and oprokan sections. With this division, the market can accommodate hundreds of traders, such as in the Klitikan Notoharjo market, Surakarta city, where traders predominantly sell used goods such as household goods, namely clothing, electronic equipment, vehicles and so on (Utami, 2019).

The practice of buying and selling used goods in this market is the same as the transaction process in general, namely by the way the buyer visits the seller's stall first, then checks the item to be purchased, after finding the item he wants, then a process of bargaining will occur. between the seller and the buyer to determine the price that has been agreed upon by both parties and is followed by a sale and purchase contract (Geffari, 2018). Of the various types of used goods sold in the market, researchers are interested in used clothing. Because this item can be said to be an item that is quite in demand by the public because it has a fairly good quality because it is one of the goods imported from abroad, in which products originating from abroad, especially clothing, are simply seen as quality goods in Indonesia. society's eyes.

However, sometimes many people pay little attention, especially in detail to the goods they buy, whether there are defects or not. Therefore, there are people who are dissatisfied with the goods they have bought. By applying khiyar majlis, the contract actors can get the right to cancel the contract. Therefore, the researcher is interested in finding out whether any of the sellers apply the khiyar majlis practice to buying and selling used clothes in their shop or even disputing the implementation of the khiyar majlis. Similar to previous research from M. Rif'an Humaidi which showed about the application of majlis khiyar in buying and selling, but in this study the application of majlis khiyar must first reformat the application of majlis khiyar, which must be adjusted to the situation by what will be researched because of the application that is being carried out, namely online buying and selling (online shopping) (M. Rif'an Humaidi, 2019).

In this study, the author wants to find out how the application of majlis khiyar rights that occur in the market, because the market is one of the icons where buying and selling takes place. In addition, the purpose of this study is to find out the practice of buying and selling used clothes, the practice of implementing Khiyar Majelis on clothing traders and to find out how Islamic law views Khiyar Majelis on buying and selling used clothes at the Klilitan Notoharjo market, Surakarta city.

LITERATURE REVIEW

Buy and Sell

According to Basori (2007) buying and selling in general is a process of bargaining, exchanging another item or money for goods or vice versa under certain conditions by using an agreement and consent contract. The legal basis for buying and selling in the Qur'an is in QS. Al-Baqarah 2: Verse 275, according to Badri (2015) this verse outlines a very fundamental difference between the practice of usury and buying and selling, in which the law of buying and selling is permissible and permitted by Allah SWT as long as the buying and selling transaction does not contain usury. Apart from that, the legal basis for other buying and selling is

found in the hadith of the Prophet which stated about buying and selling which was narrated by Imam al-Bukhari number 1930, that Rasulullah said:

عَنْ الْمُقَدَّمِ رَضِيَ اللَّهُ عَنْهُ : عَنْ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ مَا أَكَلَ أَحَدٌ طَعَامًا قَطُّ خَيْرًا مِنْ أَنْ يَأْكُلَ مِنْ عَمَلِ يَدِهِ وَإِنَّ نَبِيَّ اللَّهِ دَاوُدَ عَلَيْهِ السَّلَامُ كَانَ يَأْكُلُ مِنْ عَمَلِ يَدِهِ.

Meaning: From Al Miqdam radhiallahu'anhu from Rasulullah SAW. He said, "No one eats any food that is better than the food his own hands have made. And indeed the Prophet of Allah Daud'alaihissalam ate food from his own efforts "(Al-Albani, 2002:730). The pillars of buying and selling are the existence of people who have a contract, the existence of goods or the exchange rate of goods and the consent granted (Syaikhu et al., 1981: 51). The terms of sale and purchase are reasonable people, consent is granted, goods are traded, there is an exchange rate for goods and goods that already have owners may be handed over at the time of the contract or in accordance with the provisions when the transaction takes place (Hasan, 2018: 32). The types of buying and selling are legal buying and selling (halal), fasid buying and selling (damaged) and cancel buying and selling (haram) (Aarun, 2017: 71-79).

mented them and there was the possibility of implementing them. According to some views of Islamic law regarding traders who apply the rights of khiyar assemblies in the Klilitan Notoharjo market, Surakarta city, it has been carried out in accordance with the Imam Syafi'i school of thought, namely that traders have implemented the conditions for implementing khiyar, namely an agreement between the two parties and the right to vote for the buyer. do you want to continue or want to cancel the transaction even though both are still at the contract ceremony and the consent granted has occurred. In this case, it means that the seller and buyer are not only allowed to continue the contract, but the seller and buyer are also allowed to cancel the contract, as most Muslim communities in Indonesia use the Imam Syafi'i school of thought.

Khiyar

According to Sabiq (1987) Al-khiyar is seeking goodness from the existence of two cases, namely canceling or continuing. According to Al-khiyar language means choice. So khiyar is the freedom to have to continue or cancel the contract in a sale and purchase transaction. The lesson from the existence of khiyar is to create benefits for both parties so that no one feels disadvantaged (Ghazaly et al., 2010). The legal basis

for khiyar is found in surah Q.S An-Nisa' 4: verse 29 which reads Allah says in surah Q.S An-Nisa' 4: verse 29 which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونُوا تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: "O you who believe! Do not eat each other's wealth in a vanity (unrighteous) way, except in trading that applies on the basis of mutual consent between you. And don't kill yourself. Truly, Allah is Most Merciful to you" (RI, 2005). According to Hidayatullah (2019) the verse above explains the prohibition of consuming property among fellow Muslims in a false way, except by way of commerce which is based on mutual pleasure. According to fiqh scholars, khiyar only applies to binding transaction contracts such as buying and selling, leasing, contract orders and bartering money (Badri, 2015: 179). In addition, there are also contracts that are not binding, namely mudharabah, wakalah, wadi'ah, wasiah, l'rah, representatives and trade unions (Sarkawi, 1998).

Khiyar in buying and selling will not be valid if two conditions are not met, namely there should be an agreement with the existence of khiyar rights between the seller and the buyer and if there is an item that is defective then it is permissible to return it. Meanwhile, according to Abu Yusuf the buyer gets the right of khiyar over the merchandise Based on the conditions of khiyar, namely the existence of the contract actor, is in one location, the period is three days and there is damage to the goods being traded (Hasan, 2018: 41). The types of khiyar are majlis khiyar, disgraceful khiyar, syart khiyar and ru'yah khiyar.

1. Khiyar Majlis

Etymologically the word majlis means a place to sit or where the contract takes place (Badri, 2015: 176). According to fiqh scholars, khiyar majlis, it is permissible for each party to enter into a contract with khiyar to have the right, this right is used to continue the contract as long as both are still in the location and do not choose to continue the contract. Meanwhile, according to the term majlis khiyar is khiyar determined by syara' "for each party carrying out the transaction, as long as all parties are still at the location of the transaction" (Hasan, 2018: 41). So, it can be concluded that khiyar majlis is the right to vote for both parties to cancel or enter into a contract as long as both are still in the contract ceremony (in the shop room) and have not separated (Hafizah, 2017). As for the hadith narrated by Sahih Muslim No. 2825, Rasulullah SAW. Said:

عَنْ حَكِيمِ بْنِ حِزَامٍ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ الْبَيْعَانِ بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا فَإِنْ صَدَقَا وَبَيَّنَّا بُورِكَ لَهُمَا فِي بَيْعِهِمَا وَإِنْ كَذَبَا وَكَتَمَا مُجِئَ بَرَكَهُ بَيْعُهُمَا حَدَّثَنَا عَمْرُو بْنُ عَلِيٍّ حَدَّثَنَا عَبْدُ الرَّحْمَنِ بْنُ مَهْدِيٍّ حَدَّثَنَا هَمَّامٌ عَنْ أَبِي النَّيَّاحِ

Meaning: From Hakim bin Hizam r.a from the Prophet SAW. He said, "Those who transact buying and selling have the right to vote (khiyar) as long as the two of them have not separated. If both of them are honest and open, then both of them will get blessings in buying and selling, but if both of them lie and are not open, then the blessing of buying and selling between the two will disappear" (HR. Muslim). That is, for each party, both parties have the right to continue or cancel the contract transaction as long as they are still together in one place or ceremony (Yulia Hafizah, 2012). However, this hadith does not specifically describe the meaning of separation which is the limit for the completion of a transaction. This implies to the perpetrators of the contract that the Prophet SAW. Surrendering its boundaries to local traditions and customs (Badri, 2015). As stipulated in the fiqh rules as follows:

Amen

"Each party (the seller and the buyer) is allowed to do khiyar as long as the body has not separated according to custom" (Al-Iqna 2:198).

The purpose of these rules is related to custom which explains that it is said that something is separated based on custom or habit ('urf). This means that if the buying and selling process is carried out in a room and if the buyer leaves the door of the room, then it is considered separated, and that door is considered the boundary of the khiyar majlis. Khiyar majlis does not apply to contracts other than sale and purchase and leasing contracts (Hidayatullah, 2019:63). The method of aborting the majlis khiyar is contained in the hadith of Ibn Umar r.a, which reads:

"And if one of the two offers a choice, then they buy and sell on the principle of choosing what is offered, then the sale and purchase agreement is complete"

The meaning of the hadith above is that each of the two is allowed to offer to his friend so that this right is aborted, so that the transaction process between the two has been completed, even though the two are still in the same assembly/place (Badri, 2015: 178).

2. Disgraceful Khiyar

According to Syafei (2001) Khiyar disgrace is a condition in which a person who is taking a blessing has the right to cancel or continue it when a disgrace (disability) is discovered from one of those who made

it as a medium of exchange whose owner did not know when the contract was in progress. As narrated by Ahmad and Abu Dawud from Aisyah r.a in Sofyan (2021) which states that a person bought a slave, then the slave was ordered to stand near him, he found the slave had a disability, then complained to the Apostle, then the slave was returned to seller.

3. Compliance with Terms

According to Hidayatullah (2019) Khiyar conditions are voting rights that are determined for one of the parties who are married or both or for other people to cancel or continue buying and selling, as long as it is within the specified grace period.

4. Khiyar Ru'yah

Khiyar ru'yah is the right to vote given to one of the parties, namely the buyer, to continue or cancel the contract after the buyer sees the object to be traded. In this case, the item that is the object of the contract is not in the assembly, or in the assembly there are only samples, and this is what makes the buyer unable to know whether the item he is going to buy is in good condition or not. After the buyer has directly seen the item, the buyer is given a choice if the buyer agrees, a transaction will occur and if the buyer does not agree, the transaction will be canceled between the two parties (Hasanah et al., 2019).

METHODOLOGY

The type of research used in this research is (field research) observation method of field research (Maros et al., 2016). This research was conducted at the Notoharjo Klitican market, Surakarta city. The approach used in this research is qualitative with descriptive nature. The data source used is according to (Nugrahani & Hum) in (2014: 62) primary and secondary data sources. The primary data source is the source of data obtained through interviews with informants, namely sellers and buyers of used clothes in the Klitican Notoharjo market. And secondary data sources, namely sourced from documentation data from various alternatives such as journals, articles, and photos when conducting research to strengthen and support the completeness of research data (Nugrahani & Hum, 2014: 62).

The data collection techniques used were interviews or a process of interaction or communication between researchers (respondents) and informants or research subjects which were carried out by means of question and answer to obtain information in the form of data (Raharjo, 2011). Researchers use this method to obtain information relating to the object of research. In this case the researcher interviewed sellers and buyers of used clothes in the Klilitan Notoharjo market, Surakarta City. The second technique is observation which is a data collection technique that requires researchers to go out into the field to observe matters

relating to certain places, events, events, activities, objects, conditions or situations to obtain a real picture of an event to answer research questions (Ghony et al., 2017: 165).

In this case the researcher made observations of buying and selling practices and majlis khiyar practices carried out between sellers and buyers in the Notoharjo Klitican market. And the last technique is the documentation in this study in the form of photos and data at the research location. The data analysis method used is data reduction, data presentation and conclusions.

RESULTS AND ANALYSIS

According to Pak Parno, used clothing in Indonesia itself, namely from the city of Batam, in the province of Riau, these clothes are accepted by used clothing agents. After these clothes are in the hands of the agents, these clothes are then sent to several cities in Indonesia, namely Jakarta, Bandung and Surabaya. These used clothes can circulate in the market because of donations made by commercial companies in every country where these clothes are sorted into clothes that are usable, which are then packed in sacks or in ballpress form which weighs around 45kg-55kg which then sent overseas. These clothes are then manipulated for the distribution process, namely in the form of donations so that they can be used as export commodities which will then become profits for certain companies in export destination countries (Katende-Magezi, 2017: 11). Most of these clothes are used clothes originating from Japan, South Korea, Singapore, Malaysia and China.

The process of searching for data must require several samples from informants so that the research carried out can be accurate and obtain complete data and information. Researchers conducted direct interviews with used clothing traders in the Notoharjo Klitican market. Researchers need three sellers and two buyers who voluntarily become representatives of respondents to obtain research data.

Tabel 1. Identity of the respondent

No	Nama	Umur	Respondent
1.	Syahril	70 years	Seller
2.	Warsini	51 years	Buyyer
3.	Parno	49 years	Seller
4.	Oktisa	21 years	Buyyer
5.	Andi	28 years	Buyyer

The reason for choosing the first informant, namely Mr. Syahril, was because the informant had a strategic location, namely at the front of the first alley and was a new trader. The reason for choosing the second source, Mrs. Warsini, is because the source is a representative of the traders who are at the back of the second alley and have been selling for 22 years. And the reason for choosing the third informant, namely Pak Parno, is because the informant has three shophouses in the third alley, namely two shophouses in the front and one shophouse in the back, and has been selling for 6 years. The next respondents were two buyers who were randomly selected to maintain objectivity. Buying and selling of used clothes in this market is carried out in general, namely by having a bargaining process, exchanging another item or money for goods or vice versa by using certain conditions, both rules originating from the seller or by using an agreement and qabul contract. as the provisions issued by Islamic law (Basori, 2007:1). The forms of buying and selling carried out in this market are grouped based on the number of items purchased. Are as follows:

Table 2. Types of clothing sold in sacks or balls

No	Name and Type of Clothing	Price per sack or ball
1.	Trousers (T-shirts, jeans, trousers, shorts)	Rp8.000.000 – Rp10.000.00
2.	Formal attire (shirts, suits and unit suits)	Rp12.000.000
3.	Non-formal clothing (long-sleeved and short-sleeved T-shirts)	Rp3.000.000-Rp10.000.000
4.	Jackets (Hoodie jackets, leather jackets)	Rp5.000.000-Rp12.000.000

According to the three respondents/used clothing sellers, the table above explains that there are various types of clothing sold in retail, including: trousers (jeans, trousers, shorts), formal clothing (shirts, suits and single coats), non-formal (long and short sleeve t-shirts), and jackets (hoodie jackets, leather jackets). The price set for clothing that is traded in retail is from IDR 5,000-IDR 120,000 per clothing, depending on the type and material used in the clothing.

A. The practice of buying and selling used clothes at the Klilitan Notoharjo Market, Surakarta

The practice of buying and selling used clothes that is carried out at the Klilitan Notoharjo market in Surakarta is that there are three systems, as follows:

- a. The practice of buying and selling in the form of sacks or balls between agents and sellers or retailers.

In this section, the practice of buying and selling between used clothing agents and sellers or retailers is carried out in the form of sacks or balls in very large quantities which are carried out in two ways, namely via telephone and buying directly at the market. According to Mr. Parno, the system is carried out via telephone, namely by ordering the clothes from used clothing agents in Bandung. Then the agent gives various choices of special numbers or codes that are attached to the sack to distinguish the type of clothing in it. After the selection process has been completed, the next step is to carry out the process of consent and qabul contract between the two until it is finished. After that the transaction contract by handing over the object of the contract by sending the goods to the consumer's house or directly to the market. As for the transaction processes carried out by used clothing agents and sellers (retailers) that occur directly on the market, according to Pak Syahril, in practice, used clothing agents invite traders to re-examine the goods they buy, but traders are only allowed to check the top from sacks of used clothes. As stated by Mr. Syahril as a seller or retailer of used clothes and according to him this is not a problem, "because it is a risk that I have known from the start, before I wanted to sell used clothes".

b. The practice of buying and selling in the form of wholesale between sellers and buyers (reseller)

In this section, the practice of buying and selling between sellers and buyers is carried out in the form of wholesalers, in which buyers (reseller) buy used clothes in large quantities which will then be resold. buying in general, usually the traders in this market provide several choices of the amount of clothing that can be purchased, which is around 20 to 50 pieces of clothing. buyers are welcome to choose the clothes to buy according to their wishes and needs, and for every buyer who finds a shortage or damage to the goods, the seller compensates for the goods by lowering the price or exchanging the goods.

c. In the form of retail or units between the seller and the buyer

In this section, buying and selling practices are carried out between sellers/retailers and buyers in the form of retail/units. Most buyers who shop for used clothes at these markets buy clothes in small quantities or in units according to the needs of the buyer. In conclusion, the researcher found two different provisions in the transaction process, namely first, transactions between agents and sellers or retailers are not allowed to see as a whole and in detail the goods to be purchased. In this case, according to Hanafiyah scholars, this activity includes ghairu shahih (the existence of unclear objects being traded) which in the transaction process contains elements of speculation which have risks and will become a burden for one of the parties because they get a loss (Sudiarti, 2018: 85) , and this is a contract in which there are deficiencies in the terms and pillars so that the contract

becomes null and void (Fadhli, 2016). However, judging from the cases that occurred in the Notoharjo clitican market, one of the contract actors, namely the buyer, did not feel disadvantaged and was sincere about this, the researcher concluded that the sale and purchase that occurred between the two parties was not null and void because there was no element coercion or on their own accord because the buying and selling carried out between the two of them has been carried out on a consensual basis in Q.S An-Nisa' verse 29, then the buying and selling that is carried out between the two of them becomes lawful (Shobirin, 2016). While the second, transactions that occur between the seller/retailer and the buyer and reseller are allowed to view the entire item to be purchased. In this case, these provisions are in accordance with the pillars and conditions of Islamic law because there is clarity in the object of the transaction.

B. The practice of implementing Khiyar Majelis in buying and selling used clothes at the Klilitan Notoharjo market, Surakarta

In the practice section of majlis khiyar rights, researchers only focus on the application of majlis khiyar that occurs between sellers/retailers and buyers of used clothes in the Notoharjo Klitican market. In this case the researcher found two things, namely two different types of practices in terms of responding to the existence of majlis khiyar rights:

a. For traders who give majlis khiyar rights to buyers because there are different cases.

First, the buyer is allowed to cancel the transaction when the contract of consent and consent has taken place between the two of them with shar'i reasons as long as they are still at the contract ceremony or have not separated. The trader who applies it is Pak Syahril. Second, buyers are not allowed to cancel the transaction when there has been an agreement and consent contract between the two because the seller implements "items that have been purchased may not be returned (refund)". However, buyers are allowed to exchange the goods they bought for other goods. In this case, it means that the seller applies the majlis khiyar rights with certain conditions, namely by exchanging goods. in this case it means that there are two contracts in the transaction, namely the first contract has been canceled in the transaction and if the buyer wants to cancel the transaction then he will do the second contract, namely continuing the contract by exchanging goods or reducing the price of the goods. The right of majlis khiya is carried out because the voting right has been exercised in canceling and continuing the contract. And the trader who applies it is Pak Parno.

b. For traders who have not implemented it and it is possible to apply the majlis khiyar rights in their shop.

Because in practice, there has never been a buyer who wants to cancel the transaction after the contract of consent and kabul (already paid) has taken place. In this case, it means that the sale and purchase transactions that occur between the two of them do not suffer losses on the goods that have been purchased. However, the seller gives flexibility if any of the buyers wants to make an agreement when the buyer leaves the contract ceremony, he is given the opportunity to exchange back the clothes he bought within a period of three to seven days (warranty). In this case, it means that the khiyar rights imposed by the seller in his shop are conditional khiyar rights and have not applied majlis khiyar rights. The trader who applies it is Mrs. Warsini. According to the researcher, the two interviewees as buyers, namely Oktisa and Andi, did not know about and had never heard of the majlis' khiyar rights in buying and selling. In addition, one of them once regretted getting the item he bought torn, but the buyer was not interested in returning it and just let it go. And this is the reason why majlis khiyar rights are rarely exercised in the Notoharjo clitic market because most of the buyers have no desire to cancel the transaction. However, the researcher found that two out of the three traders had implemented majlis khiyar rights and one trader had not implemented majlis khiyar rights or there was a possibility to apply them.

C. The view of Islamic law on Khiyar Majelis on the buying and selling of used clothes at the Klilitan Notoharjo market, Surakarta

The sources of Islamic law are the Koran, hadith and ijma' (Eva Aryani, 2017). In conducting sale and purchase transactions There are several views of Islamic law which discuss the existence of khiyar assemblies that occur in contracts in sale and purchase transactions based on where the contract occurs:

1. According to Harun in (2018) fiqh is Islamic law that is ijthad in nature which regulates human actions related to wealth in order to fulfill their life needs (muamalah). According to fiqh muamalah, the rights of the khiyar majlis can be carried out if the agreed price has been implemented or the payment is handed over at the place where the contract majlis takes place (Badarudin, 2019). And this practice has been carried out in accordance with the traders who apply the majlis khiyar rights in the Notoharjo pasa of Surakarta city.
2. There are differences of opinion regarding the existence of majlis khiyar, namely the permissibility of majlis khiyar according to the Imam Syafi'i school of thought. According to Imran (2020) the Shafi'i school is one of the schools that has a large treasury of differences of opinion. In the Shafi'i school, a rule has been established that opinions that may be practiced from several different opinions are opinions that have passed the test through the process of tarjih from the scholars. As for one of the opinions, it has been based on a hadith narrated by Al-Bukhari and Ibn

Umar which explains that the khiyar majlis is permissible for both parties who are transacting to choose whether they want to continue or want to cancel the transaction even though there has been an agreement (consent and consent) between the two , because the sale and purchase agreement at that time was still considered not binding. And this practice was in accordance with the traders who implemented the majlis khiyar because in practice, the trader had implemented the conditions for implementing the khiyar, namely an agreement between the two parties and giving the right to vote to the buyer whether want to continue or want to cancel the transaction even though both are still at the contract ceremony and the consent granted has occurred. In this case, it means that the seller and the buyer are not only allowed to continue the contract, but the seller and buyer are also allowed to cancel their contract.

3. According to the Abu Hanafi school, khiyar majlis is not necessary unless there are certain conditions, as has been narrated by Al-Bukhari and Ibn Umar who explained that, the right of khiyar is not permissible if there has been consent and qabul between the two, but both are allowed to apply the right khiyar if one of them has made an agreement but the other has not declared it (Rosila, 2022). In practice, the seller and the buyer are not allowed to cancel the contract when the consent is granted even though they are still at the contract assembly or have not separated, but the seller and the buyer are allowed to exercise khiyar rights whether they want to continue or want to cancel the sale and purchase transaction that took place between the two. meaning that sellers and buyers are not given the opportunity to cancel the transaction when the goods have been paid for. However, if it is still in the process of bidding, both are allowed to cancel or continue the contract.
4. The existence of khiyar is regulated in PERMA No.02 of 2008 KHES (Compilation of Sharia Economic Law) in Book I on Legal and Amwal Subjects in Chapter X which discusses khiyar, such as khiyar syarth, khiyar nakdi, khiyar ru'yah, khiyar 'aib and khiyar ghabn and taghrib. In this chapter, khiyar majlis is not regulated in it, but the existence of khiyar which regulates the existence of khiyar rights while still at the venue or contract assembly is contained in Chapter IV concerning Ba'i or buying and selling, article 69 in the third part which explains that sellers and buyers are given rights khiyar when the consent is granted or until both of them leave the place where the contract took place (National Library, 2009). In practice, this means that the seller and the buyer are given khiyar rights when the consent is granted or until both of them leave the place, meaning that in this case the khiyar rights used are majlis khiyar rights because the khiyar rights only apply at the place where the contract takes place and this practice is applied by traders who apply the rights of the majlis khiyar to the shop, even though in KHES the existence

of the majlis khiyar is not discussed in depth and the rules are applied in sharia economic activities in Indonesia such as sharia institutions (Ningsi, 2020)

5. The existence of khiyar in the DSN MUI fatwa is included even though it is not stated explicitly or implicitly, meaning that the implementation of khiyar rights will only be implemented if Islamic financial institutions do not suffer losses in the implementation process (Nurjaman et al., 2021). In this case, it means that the rules regarding khiyar rights in the DSN MUI fatwa are regulated for Islamic financial institutions. And most of the products of Islamic financial institutions use murabaha contracts. A murabaha contract is a contract established by both parties to determine the profit and price of the product between the seller and the buyer (Adnina, 2020). And this murabaha contract is regulated in the MUI DSN Fatwa No. 04/DSN-MUI/IV/2000 concerning murabaha (DSN-MUI, 2000). whereas the practice of buying and selling that occurs in the market (buying and selling in general) does not use a murabahah contract but uses a sale and purchase contract (deliberation) where the seller does not inform the price and profit of the goods being traded (Toyyibi, 2021).
6. The existence of khiyar in the hadith which forms the legal basis for the existence of khiyar is found in two hadiths, namely in the first hadith, which was narrated by Sahih Muslim No.2825 in the book of buying and selling in Chapter: honest in buying and selling. From Hakim bin Hizam from Rasulullah SAW. said "that every person who is making a transaction in a sale and purchase contract has the right to his khiyar rights as long as the two have not separated so that honest buying and selling is carried out". In the second hadith, narrated by Sahih Bukhari No. 1968 in the book of buying and selling in Chapter: two people who make transactions may make khiyar as long as they have not separated. From Hakim bin Mizam radhiallahuanhu from Rasulullah saw. said "that every person who is conducting a transaction in a sale and purchase contract has the right to his khiyar rights as long as the two of them have not separated or until they are separated. And if both of them explain defects in their trade, then it will be a blessing for the sale and purchase, and if they hide defects and lie, then it will not be a blessing for the sale and purchase." In this case, the contents of these hadiths have been carried out in accordance with what has been practiced by used clothing traders who apply the right of majlis khiyar in their ruko/shop.
7. By taking one of the interview questions used as an outline of the existence of the majlis khiyar rights, namely there are traders who apply that "any item that has been purchased may not be returned" but may be exchanged for other goods or by lowering the price, in this case it means that there are two contracts in the transaction, namely the first contract has been canceled in

the transaction and if the buyer wants to cancel the transaction then he will do the second contract, namely continuing the contract by exchanging goods or reducing the price of the goods. In this case, it means that the rights of the khiya majlis have been carried out because the contract has been canceled and continued

CONCLUSION

The practice of buying and selling used clothes at the Klilitan Notoharjo Market in Surakarta is not much different from other markets in general, where the seller gives freedom in choosing the goods he will buy. It's just that the transaction process has different conditions or forms. Among them, there are three: first, the practice of buying and selling in the form of sacks or balls which is carried out between agents or distributors of used clothing and sellers or retailers ordered by telephone or purchased directly at the market. Second, the practice of buying and selling in the form of wholesale which is carried out by the seller with the buyer (reseller) directly at the seller's shop. Third, the practice of buying and selling between sellers and buyers in retail or units.

In practice, the implementation of khiyar assemblies is only focused on traders or retailers of used clothing in the Klitikan Notoharjo market, Surakarta. As for traders who apply majlis khiyar rights because the contract actors are willing to cancel the transaction even though there has been a consent granted between the two while still in the contract assembly, the agreed price has been implemented, the payment process is carried out on the spot, the right of khiyar is given to the goods, it is permissible return of goods with money. And the researchers found that majlis khiyar rights were rarely exercised in the Notoharjo clitic market because most of the buyers had no desire to cancel the transaction. However, the researchers found that two out of the three traders implemented the majlis khiyar rights and one of them had not implemented them and there was the possibility of implementing them

According to some views of Islamic law regarding traders who apply the right of khiyar assemblies in the Klilitan Notoharjo market, Surakarta city, it has been carried out in accordance with the Imam Syafi'i school of thought, namely that traders have implemented the conditions for implementing khiyar, namely an agreement between the two parties and the right to vote to the buyer whether he wants to continue or wants to cancel the transaction even though both are still at the contract ceremony and the consent granted has occurred. In this case, it means that the seller and buyer are not only allowed to continue the contract, but the seller and buyer are also allowed to cancel the contract, as most Muslim communities in Indonesia use the Imam Syafi'i school of thought.

REFERENCES

- Adnina, R. K. (2020). ANALYSIS OF IMPLEMENTATION OF MURABAHAH FINANCING ACADS IN SHARIA FINANCIAL INSTITUTIONS. LAW and NOTARIANITY, 4(p-ISSN: 2549-3361 e-ISSN: 2655-7789), 104–119.
- Al-Albani, M. N. (2002). Summary of Sahih Bukhari II. Depok: Human Echo.
- Badarudin, H. Y. P. (2019). Analysis of the implementation of majlis khiyar for shoe traders and cosmetic traders at Plaza Bangkinang according to Fiqh Muamalah.
- Badri, M.A. (2015). Practical Guide to Islamic commerce Fiqh Doing Business & Trading According to the Sunnah of the Prophet SAW. Jakarta: Darul Hag.
- Basori, K. (2007). Muamalat. Yogyakarta: Civil Human Library.
- DSN-MUI. (2000). Fatwa of the National Sharia Council No. 04/DSN-MUI/IV/2000 concerning Murabaha. Dsn Mui, 1(1), 2–4.
- Eva Aryani. (2017). Islamic Law, Democracy And Human Rights. Batanghari University Scientific Journal, Jambi, 17(2), 24–31. <http://ji.unbari.ac.id/index.php/ilmiah/article/view/357>
- Fadhli, A. (2016). Islamic Law Review of the Application of the As-Salam Agreement in E-Commerce Transactions. Mazahib, 15(1), 1–19. <https://doi.org/10.21093/mj.v15i1.589>
- Geffari, M. R. (2018). The practice of buying and selling at the Klitican market, Notoharjo, Surakarta. <https://123dok.com/article/practice-transaksi-jual-beli-di-pasar-klilitan-notoharjo.vjm8mrky>
- Ghazaly, A. R., Ihsan, G., & Shidiq, S. (2010). Fiqh Muamalat (Pert Edition). Jakarta: PRENADAMEDIA GROUP.
- Ghony, M. J., Almanshur, F., & Sari, R. T. (2017). Qualitative Research Methodology. Yogyakarta: Ar-Ruzz Media, Print II.
- Hafizah, Y. (2017). Khiyar as an Effort to Realize Justice in Islamic Business. AT - taradhi Journal of Economic Studies, 12(24).
- Hamid, A. (2021). Application of the Khiyar Concept to Coal Trading in Kec. North Panyabung, Kab. Mandailing Christmas. EKSYA:Journal of Islamic Economics, Vol.2 No.1.
- Handoyo, H. (2017). Traditional Market Legal Protection in Surakarta. Journal of Jurisprudence, 6(1), 40. <https://doi.org/10.23917/jurisprudence.v6i1.2997>
- Harun. (2017). Fiqh Muamalah. Surakarta: Muhammadiyah University Press.

Harun, H. (2018). Multiple Contracts at the Fiqh Level. *Suf*

Hasan, A.F. (2018). *Fiqh muamalah from classical to contemporary: theory and practice*. Malang: UIN-Malik Malang Press.

Hasanah, D., Kosim, M., & Arif, S. (2019). The Concept of Khiyar on Buying and Selling Pre Order OnlineShop in the Perspective of Islamic law. *IQTISHODUNA: Journal of Islamic Economics*, 8(2), 249–260.

Hidayatullah. (2019). *FIQH*. Banjarmasin: Kalimantan Islamic University Muhammad Arsyad Al-Banjari Banjarmasin.

Imran, Helmi. (2020). Method of Tarjūh Ulama Syāfi'iyyah Against the Differences of Opinion of Imam Syāfi'ī. *Al-Fikrah Journal*, 9(1), 64–86. <https://doi.org/10.54621/jiaf.v1i1.18>

Indriati, D. S. (2016). Application of Khiyar in Buying and Selling. *Scientific Journal of Al-Syir'ah*, 2(2). <https://doi.org/10.30984/as.v2i2.220123Dok>

Praktik Transaksi Jual Beli di Pasar Klitikan Notoharjo 104:02 PM

Katende-Magezi, E. (2017). The Impact of Second Hand Clothes and Shoes in East Africa. *Cuts International*, Geneva, 5–39. <http://repository.eac.int/handle/11671/1848>

M. Rif'an Humaidi. (2019). Online Shopping: Reformulation of the Khiyar Majlis Concept.

Maros, F., Eliter, J., Tambunan, A., & Koto, E. (2016). Field research (field research) on qualitative methods. *Academia*.

Munib, A. (2018). ISLAMIC LAW AND MUAMALAH (The principles of Islamic law in the field of muamalah). *Al-Ulum: Journal of Research and Islamic Thought*, 5(1), 72–80. <https://doi.org/10.31102/alulum.5.1.2018.72-80>

Ningsi, E. P. R. (2020). Use of Compilation of Sharia Economic Law (Khes) in Decisions on Cases Against Auction Execution.

Nugrahani, F., & Hum, M. (2014). *Qualitative Research Methods in Language Education Research*.

Nurjaman, M. I., Januri, & Nuraeni, N. (2021). Khiyar's Existence in the Development of Buying and Selling Transactions. *Iltizam*, 6(1), 63–72.

National Library. (2009). *Compilation of Sharia Economic Law*. Supreme Court Library-RI: Jakarta.

Purnomo, A. (2017). The Sensation of Hunting Used Goods at the Oprokan Pagi Notoharjo Market. <https://m.liputan6.com/regional/read/3161775/sensasi-berburu-barang-bekas-di-pasar-oprokan-pagi-notoharjo>

Raharjo, M. (2011). Qualitative research data collection methods.

RI, D.A. (2005). Al-Qur'an and Translation. Bandung: Diponegoro Publisher CV.

Rosila. (2022). THE CONCEPT OF KHIYAR ACCORDING TO THE ABU HANIFAH SCHOOL AND THE IMAM SYAFI' MAZHAB AND ITS REVELANCE TO TODAY'S SELLING AND BUYING. Essay. SHARIA BANKING STUDY PROGRAM FACULTY OF ISLAMIC ECONOMICS AND BUSINESS INSTITUTE OF RELIGION OF ISLAM NEGERI PAREPARE

Sabiq, S. (1987). Fiqh Sunnah. Jur. XII. Bandung: PT al-Ma'rif.

Sarkawi, A. A. (1998). Muamalah Contracts in Fiqh: An Analysis. Journal of Sharia, 6, 37–42. <http://myais.fsktm.um.edu.my/9964/>

Shabrina, alifa nur, & Muthoifin. (2022). ISLAMIC LEGAL VIEWS ON THE SALE OF SKINCARE PRODUCTS WITH THE SHARE IN JAR SYSTEM (CASE STUDY OF SHARE ON YOU ONLINE STORE, SURAKARTA). Muhammadiyah Surakarta university.

shobirin. (2016). Buying and Selling in Islamic View. BISNIS: Journal of Islamic Business and Management, 3(2), 239. <https://doi.org/10.21043/bisnis.v3i2.1494>

Sofyan, A. S. (2021). IN ONLINE SELLING (CASE STUDY OF OBJECT INCOMPATIBILITY IN SHOPEE MARKETPLACE). Bilancia: Journal of the Study of Sharia and Law, 15 (2), 179–206.

Sudiarti, S. (2018). Contemporary Muamalah Fiqh. FEBI UIN-SU Press Building Faculty of Islamic Economics and Business (FEBI) State Islamic University of North Sumatra (UIN-SU) Jl. Willem Iskandar Pasar V Medan Estate 20371.

Suretno, S. (2018). Buying and Selling in the Perspective of the Qur'an. Ad Deenar: Journal of Islamic Economics and Business, 2(01), 93. <https://doi.org/10.30868/ad.v2i01.240>

Syafei, R. (2001). fiqh muamalah. Bandung: Faithful Library.

Syaikhu, Ariyadi, & Norwili. (1981). Fiqh Muamalah Understanding Contemporary Concepts and Dialectics. In K-Media (Vol. 53, Issue 9).

Toyyibi, A.M. (2021). TRADERS ASSISTANCE IN THE PRACTICE OF WARRANTIES (KHIYAR) IN BAI' AL - MUSAWAMAH TRANSACTIONS AT THE WADUNG ASRI WARU TRADITIONAL MARKET, SIDOARJO. Al-Khidmah: Journal of Community Service, 1(2), 115–122.

Utami, S. H. (2019). Hunting Used Goods at Pasar Klitican Solo, You Can Find Rare Items! <https://www.>

Yulia Hafizah. (2012). Khiyar as an Effort to Realize Justice in Islamic Business. At-Taradhi: Journal of Economic Studies, 3(2), 165–171.