

ABSTRAK

Penelitian ini dilatarbelakangi oleh praktik jual beli buah dengan sistem pembayaran tangguh di kawasan Dupak Rukun, Kota Surabaya, yang menimbulkan risiko wanprestasi berupa keterlambatan pembayaran, gagal bayar, serta kerugian akibat sifat buah yang mudah rusak. Penelitian ini bertujuan untuk mendeskripsikan praktik pelaksanaan akad *Bai' Mu'ajjal*, bentuk risiko wanprestasi, cara penyelesaiannya, serta menganalisis kesesuaiannya dengan hukum Islam.

Metode yang digunakan adalah penelitian lapangan dengan pendekatan kualitatif deskriptif. Data diperoleh melalui observasi, wawancara, dokumentasi, dan studi kepustakaan terhadap praktik transaksi di Toko Rsik Praktis dan Toko Bariklana.

Hasil penelitian menunjukkan bahwa akad dilakukan secara sederhana dan berbasis kepercayaan. Toko Rsik Praktis menerapkan transaksi tangguh secara selektif kepada pelanggan tetap dengan tambahan harga yang disepakati sejak awal, sedangkan Toko Bariklana lebih fleksibel dan tidak membedakan harga tunai maupun tangguh. Wanprestasi umumnya berupa keterlambatan pembayaran dan diselesaikan melalui musyawarah, pemberian tenggang waktu, serta pembatasan fasilitas tangguh tanpa denda. Berdasarkan hukum Islam, praktik tersebut pada dasarnya sah karena memenuhi rukun dan syarat jual beli, selama harga, barang, dan waktu pembayaran jelas serta tidak ada tambahan akibat keterlambatan.

Kata Kunci: *Bai' Mu'ajjal; Wanprestasi; Hukum Islam; Jual Beli Tangguh; Pedagang Buah*

ABSTRACT

This study is motivated by fruit trading through deferred payment in the Dupak Rukun area of Surabaya, which creates default risks such as delayed payment, possible non-payment, and losses caused by the perishable nature of fruit. It aims to describe the implementation of the Bai' Mu'ajjal contract, the forms of default risk, the settlement mechanisms, and its conformity with Islamic law.

This research used field research with a descriptive qualitative approach. Data were collected through observation, interviews, documentation, and literature study on transaction practices at Toko Rsik Praktis and Toko Bariklana.

The findings show that the contract is carried out simply and relies on trust. Toko Rsik Praktis applies deferred payment selectively to regular customers with an additional price agreed at the beginning, while Toko Bariklana applies it more flexibly without price differences between cash and deferred payments. Default generally occurs as delayed payment and is settled through deliberation, additional payment time, and limitation of future deferred transactions without fines. In Islamic law, this practice is basically valid because it fulfils the pillars and requirements of sale, provided that the price, object, and payment period are clear and no additional charge is imposed due to late payment.

Keywords: *Bai' Mu'ajjal; Default; Islamic Law; Deferred Sale; Fruit Traders*