

From Sale to Agency: Reconceptualizing Informal Tobacco Contracts in Islamic Commercial Jurisprudence

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Abstract:

This study aims to analyze bulk tobacco trading practices from the perspective of *fiqh muamalah* and *maqasid al-shariah*. Tobacco trading is a primary source of livelihood for rural farmers, yet the system is largely controlled by middlemen who dominate price determination and weighing. This condition raises concerns regarding transparency, bargaining inequality, and compliance with Islamic commercial ethics. This research employs a qualitative empirical approach. Data were collected through observation and semi-structured interviews with farmers and intermediaries and analyzed using the Miles and Huberman interactive model supported by classical and contemporary *fiqh* literature. The findings reveal that tobacco transactions rely on informal verbal agreements supported by long-term social trust, while intermediaries largely control price determination and quality assessment through subjective evaluation. Unilateral weight deductions and delayed price disclosure create potential elements of *gharar* and weaken mutual consent. Two transaction models were identified: one with prior price agreement fulfilling the requirements of *bay'*, and another with delayed price determination that may be reinterpreted as *wakalah bil ujah* if compensation mechanisms are transparent. This study contributes to strengthening the application of *maqasid al-shariah* in rural market analysis and recommends transparent pricing, standardized weighing systems, and clearer contractual structures.

Keywords: *Fiqh Muamalah, Maqasid al-shariah, Tobacco Trade, Middlemen, Islamic Commercial Law*

INTRODUCTION

Bulk tobacco trading in rural areas of Indonesia, particularly in Karanganyar Village, Paiton, Probolinggo, constitutes a significant component of local livelihoods. For many farmers, tobacco is not merely an agricultural commodity but the primary source of household income. However, the trading system is predominantly controlled by middlemen (*tengkulak*), who function as the main link between farmers and tobacco warehouses or factories. Price determination and weighing mechanisms are often conducted unilaterally by these intermediaries (Haryadi & Dedy Sumardi, 2025; Kumar & Chandel, 2025; Teh & Wright, 2022). Such conditions create structural dependency and raise concerns regarding fairness (Helmi & Umar, 2025; Lazar, 2025), transparency, and economic justice within the local trading system (Gorbachuk et al., 2022).

Empirical observations indicate that intermediaries frequently determine prices without transparent negotiation and apply weight deductions without explicit prior agreement (Aydin & Argan, 2021). For instance, farmers reported cases in which 100 kilograms of tobacco were recorded as 95 kilograms after weighing, without clear explanation or mutual consent. This practice not only results in material loss but also

generates psychological pressure and diminished trust in the trading system. Due to limited market access and weak bargaining power, farmers often accept these conditions despite dissatisfaction. From the perspective of Islamic economic principles, such practices potentially contradict the values of justice (*'adl*), transparency, and mutual consent (*taradhi*), which form the ethical foundation of *muamalah* (commercial dealings).

The importance of ethical awareness among sellers and buyers to prevent unhealthy competition (Nazzaro et al., 2021; Said et al., 2023). Other studies discuss monopolistic tendencies in tobacco markets and their incompatibility with fair market principles (Abboud, 2025). Additionally, some scholars highlight the need for government regulation of price and quality standards to minimize disputes between farmers and intermediaries (Bartley, 2022; Fan et al., 2022; Yin et al., 2022). Nevertheless, most existing research primarily focuses on socio-economic dynamics or regulatory frameworks, with limited attention to the contractual validity and ethical dimensions of transactions from a *fiqh muamalah* perspective.

This study aims to fill that gap by analyzing bulk tobacco trading practices in accordance with the principles of *fiqh muamalah*, particularly the contractual pillars (*arkan*), conditions (*shurut*), transactional justice, and ethical conduct. The research adopts a normative-empirical approach, combining field findings with classical and contemporary Islamic legal scholarship. The novelty of this research lies in its systematic application of classical *fiqh* sources and analogical reasoning (*qiyas*) to address contemporary rural trading practices. Rather than merely identifying economic inequality, this study reconstructs the contractual structure of bulk tobacco trading and, where necessary, proposes alternative sharia-compliant models. In doing so, it offers both theoretical and practical contributions to Islamic commercial jurisprudence. Ultimately, this research seeks to formulate a legally sound and socially just model of tobacco trade one that is not only valid under Islamic law but also capable of enhancing collective welfare and restoring trust within local agricultural markets.

RESEARCH METHOD

This study employs an empirical research design with a qualitative approach (Ezer & Aksüt, 2021). The research was conducted in Karanganyar Village, Paiton District, Probolinggo Regency, East Java, Indonesia. This location was purposively selected because it is one of the prominent tobacco-producing areas where bulk purchasing (*kulakan*) transactions between farmers and intermediaries regularly occur. The village represents a typical rural agricultural market structure characterized by informal contractual relations and dependency-based distribution channels. Studying this setting allows for contextual analysis of Islamic commercial law within local economic practices.

The data sources in this study consist of primary and secondary data (Furidha, 2024). Primary data were collected directly from the field through observation and interviews with tobacco farmers, middlemen (*tengkulak*), and other relevant stakeholders who understand the trading system. Secondary data were obtained from classical and contemporary *fiqh* literature, academic journal articles, statutory regulations, and scholarly works discussing sale contracts (*bay'*), agency contracts (*wakalah*), and agricultural trade practices. The combination of these sources provides both empirical depth and normative foundation for analysis.

Data collection techniques included direct observation and in-depth interviews. Observation was conducted to examine the actual process of bulk tobacco transactions,

both at farming sites and at transaction points such as warehouses. This technique enabled the researcher to understand the sequence of trade practices, interaction patterns, price-setting mechanisms, and weighing procedures. Semi-structured interviews were conducted with key informants to obtain detailed explanations of their understanding of contractual forms, price negotiations, deductions, and the rationale behind their practices. The semi-structured format allowed flexibility while maintaining alignment with the research objectives.

Data analysis followed the interactive model of Miles and Huberman, consisting of three stages: data reduction, data display, and conclusion drawing/verification. In the data reduction phase, field data were selected and categorized according to themes relevant to Islamic contract law (Mirza et al., 2023). In the data display phase, findings were organized into descriptive narratives and comparative tables contrasting field practices with *fiqh muamalah* principles. Finally, conclusions were drawn by interpreting the empirical findings in light of Islamic legal concepts, particularly sale (*bay'*) and *wakalah bil ujah*. To ensure validity and credibility, the study applied source and method triangulation, cross-checking interview results with observational data and relevant *fiqh* literature as well as regulatory frameworks.

RESULTS AND DISCUSSION

Results

Bulk Tobacco Trading Practice Patterns

The research conducted in Karanganyar Village, Paiton, Probolinggo, reveals that bulk tobacco trading is predominantly carried out through direct transactions between farmers and local middlemen (*pengepul*). Based on field observations during the harvest season, farmers usually bring dried tobacco to the collector's warehouse or wait for collectors to visit their homes. There is no formal written contract; instead, transactions rely heavily on verbal agreements and long-standing personal relationships. One farmer stated during an interview, "We usually sell to the same collector every year because we already trust each other, and it is easier that way." This relational pattern indicates that social trust plays a central role in sustaining the trading system.

Price determination is primarily based on visual assessment of tobacco quality, including color, aroma, and moisture content. Observational data show that collectors manually inspect the tobacco bundles, often squeezing and smelling the leaves before announcing the price. There is no standardized measurement tool to determine moisture levels, leaving room for subjective judgment. A farmer explained, "The price depends on how the collector judges the color and dryness; we just follow their evaluation." This practice demonstrates that quality assessment is largely controlled by buyers, creating an imbalance in information and bargaining power.

Regarding payment mechanisms, the study found two dominant systems: cash payment and deferred payment (*tempo*). In cash transactions, farmers receive payment immediately after weighing and price agreement. However, in several cases observed in the field, collectors requested delayed payments due to limited liquidity, with payment promised within a few days or weeks. One collector mentioned, "Sometimes we need time to sell it to a larger distributor before we can pay the farmers in full." Although farmers generally accept this system, it leaves them financially vulnerable, especially when they depend on immediate funds for household needs or production costs.

Another significant finding concerns price deductions related to moisture content or quality degradation. Collectors reduce the agreed price after weighing the tobacco, arguing that the moisture level is higher than expected in many transactions. Field observations indicate that such deductions are often determined unilaterally without transparent measurement standards. A farmer expressed his concern, stating, "After weighing, sometimes the price suddenly drops because they say the tobacco is still too wet." This unilateral adjustment reflects a structural imbalance in decision-making authority, where farmers have limited capacity to challenge the buyer's assessment.

The bulk tobacco trading practices in Karanganyar, Paiton, Probolinggo, demonstrate a traditional, relationship-based market structure characterized by informal agreements, subjective quality assessment, flexible payment systems, and unilateral price adjustments. While social trust sustains transactional continuity, the absence of standardized mechanisms can undermine fairness and transparency. These empirical findings provide an important foundation for further analysis within the framework of Islamic commercial jurisprudence, particularly concerning issues of clarity, justice, and mutual consent in trade practices.

Analysis of *Maqasid al-shariah*

This study analyzes *maqasid al-shariah* to evaluate the legality of bulk tobacco trading practices in Karanganyar Village, Paiton, Probolinggo, from both Islamic legal and socio-economic perspectives. In principle, Islamic jurisprudence holds that commercial transactions are permissible unless there is clear textual evidence to the contrary. This foundational rule places trade within the domain of lawful economic activity. Therefore, the practice of bulk tobacco trading is not automatically unlawful; it must be assessed based on whether contractual pillars and conditions are met. The evaluation also considers whether the practice aligns with justice, transparency, and mutual consent.

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Q.S. Al-Baqarah: 275, this verse clearly affirms the permissibility of trade and the prohibition of usury. It serves as the primary normative basis for validating commercial activities in Islam. In the context of tobacco trading, the verse confirms that buying and selling agricultural commodities is fundamentally lawful. However, permissibility remains conditional upon the absence of elements such as injustice, deception, or exploitation. Thus, the legal status of the practice depends on its conformity to sharia principles. Ethical integrity in trade is further emphasized in prophetic teachings. The Prophet Muhammad (peace be upon him) stated (HR. Ibn Majah),

التَّاجِرُ الْأَمِينُ الصَّدُوقُ الْمُسْلِمُ مَعَ الشُّهَدَاءِ يَوْمَ الْقِيَامَةِ

This hadith highlights that honesty and trustworthiness elevate the moral status of merchants. Therefore, commercial transactions are evaluated not only on technical validity but also on ethical conduct. In the context of the tobacco trade, transparency in pricing and fairness in measurement become critical moral obligations.

Field findings reveal two dominant transaction models practiced by intermediaries. The first model involves prior price negotiation and partial payment (down payment) before the tobacco is transported to the warehouse. In this arrangement, the price per

kilogram is agreed upon at the outset, and the remaining payment is settled after the warehouse transaction is completed. Structurally, this model fulfills the pillars of sale, including contracting parties, object, price, and offer-acceptance (*ijab-qabul*). As long as both parties agree, the contract is valid under Islamic law.

The second model differs in that the middleman takes the tobacco to the warehouse without prior price determination or down payment. The final price is only disclosed after the warehouse sale is completed. This creates potential uncertainty regarding the transaction value at the time of agreement. Classical fiqh requires that the price (*tsaman*) be clearly known by both contracting parties. The absence of such clarity may introduce elements of *gharar* (excessive uncertainty).

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنْ بَيْعِ الْغَرَرِ (HR. Muslim/Ibn Majah)

This hadith explicitly prohibits transactions containing *gharar*. In the second trading model, the delayed determination of price may fall within this category if it leads to dispute or unfairness. Farmers reported that they sometimes only learn the final price after deductions have been applied. Such practices potentially undermine transparency and weaken the farmer's bargaining position. Consequently, the *maqasid* objective of protecting wealth (*hifz al-mal*) may not be fully achieved.

إِلَّا أَنْ تَكُونَ بَيْعًا عَنْ تَرَاضٍ مِنْكُمْ (Q.S. An-Nisa': 29)

This verse establishes mutual consent (*taradhi*) as a fundamental requirement in commercial transactions. In several interviews, farmers indicated that although they accept the system, they often feel they have limited alternatives due to economic dependency. If consent is influenced by structural pressure, its authenticity becomes debatable. From a *maqasid* perspective, genuine willingness is essential to ensure justice and prevent exploitation.

Further analysis suggests that the second model may be reclassified as *wakalah bil ujrah* (agency with compensation). In this interpretation, the farmer appoints the middleman as an agent to sell the tobacco to the warehouse, while the deduction in weight functions as the agent's remuneration. Islamic jurisprudence allows such contracts provided that the compensation mechanism is transparent and mutually agreed upon. If clearly structured as an agency contract rather than a sale, the transaction may be considered valid. Therefore, the overall legality of bulk tobacco trading in Karanganyar depends on contractual clarity, transparency of compensation, and the realization of justice in accordance with *maqasid al-shariah*.

Discussion

The findings of this study demonstrate that bulk tobacco trading practices in Karanganyar Village operate within a hybrid structure of traditional market relations and informal contractual mechanisms. Although the transactions generally fulfill the formal pillars (*arkan*) of sale in Islamic jurisprudence, several procedural aspects particularly price determination and weight deduction raise substantive concerns. This confirms that the distinction between formal validity (*sihahah*) and ethical validity is highly relevant in rural commodity markets. Previous studies on Islamic commercial law have emphasized that legality in *fiqh* is not merely procedural but must also ensure justice and prevent harm

(*zulm*) in economic exchange (Fikri, 2025; Hasan et al., 2025; Tayyabi & Shabbir, 2025). In this context, the *maqasid al-shariah* framework provides a broader evaluative lens beyond technical compliance.

The dual transaction models identified in the field differ in contractual clarity. The first model, involving prior price negotiation and partial payment, aligns more closely with classical *fiqh* requirements for determining *tsaman* (price). The second model, however, postpones price disclosure until after resale at the warehouse, creating potential *gharar* due to informational asymmetry. Contemporary Islamic economic scholarship highlights that transparency and risk-sharing are central to achieving distributive justice in markets (Anam et al., 2022; Darmawan, 2024). Therefore, uncertainty in price determination may not automatically invalidate a contract but becomes problematic when it structurally disadvantages one party.

The recurring practice of systematic weight deduction further complicates the analysis. While socially normalized, automatic deductions without explicit contractual agreement may conflict with the Qur'anic principle of mutual consent (*taradhi*). Empirical interviews indicate that farmers often accept deductions due to dependency on middlemen, reflecting unequal bargaining power. This finding resonates with broader research on informal agricultural markets, where relational trust coexists with structural vulnerability (Kalimullina & Orlov, 2020; Norton et al., 2021; Sgroi, 2022). From a *maqasid* perspective, such imbalance may undermine the objective of protecting wealth (*hifz al-mal*), particularly for economically weaker actors.

The reinterpretation of the second model as *wakalah bil ujrah* offers a constructive juridical solution. By reframing the middleman's role as an agent rather than a direct buyer, the deduction can be conceptualized as *ujrah*, provided that its amount and mechanism are clearly disclosed. This aligns with contemporary discussions on contract hybridization in Islamic law, where substance (*ma'na*) takes precedence over form (*surah*) as long as core sharia principles are preserved (Albar et al., 2023; Fithriah et al., 2023; Rahman et al., 2024). The key condition remains transparency and prior agreement, ensuring that the agency arrangement does not conceal elements of deception or coercion.

Theoretically, it demonstrates the relevance of *maqasid al-shariah* as a dynamic analytical framework capable of addressing informal rural market practices. Practically, the findings suggest the need for standardized pricing mechanisms, transparent weighing systems, and clearer contractual classification between sale and agency agreements in bulk tobacco trade. Policymakers, religious scholars, and local cooperatives may collaborate to develop sharia-compliant guidelines that strengthen fairness while preserving local economic traditions. Such measures would contribute to enhancing economic justice, protecting farmers' rights, and operationalizing the higher objectives of Islamic commercial law in grassroots agricultural markets.

CONCLUSION

Bulk tobacco trading practices in Karanganyar Village, Paiton, Probolinggo, are fundamentally permissible under Islamic law as commercial transactions are originally lawful unless proven otherwise. The first transaction model, which involves prior price negotiation and partial payment, generally fulfills the pillars and conditions of a valid sale (*bay'*) in *fiqh muamalah*. However, the second model where price determination occurs after resale at the warehouse contains elements of uncertainty (*gharar*) and weakens mutual consent (*taradhi*), potentially rendering it problematic if treated purely as a sale

contract. Nevertheless, when reinterpreted as *wakalah bil ujah* (agency with compensation), the practice can be considered valid provided that the mechanism of compensation and price transparency are clearly agreed upon in advance. Therefore, the legal status of bulk tobacco trading depends not only on the formal contractual structure but also on the realization of justice, transparency, and the protection of farmers' economic rights, in accordance with the objectives of *maqasid al-shariah*.

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