

Implementation of Compensation for Defective Goods in Khiyar Cases at Roworejo Market, Indonesia

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Abstract

Purpose – This study examines the implementation of compensation for defective goods in clothing transactions at Roworejo Market. Specifically, it focuses on the seller's liability for defective goods and evaluates its principles and consistency within Islamic economic law, particularly regarding the concept of khiyar.

Method – This research employs a descriptive qualitative approach using field observations, interviews with clothing vendors at Roworejo Market, documentation, and literature review on Islamic economic law and khiyār principles.

Result – The study finds that unclear return and take-home policies for clothing goods often trigger disputes over defective products and weaken the seller's position in transactions. From the perspective of Islamic economic law, such practices contain elements of gharar and ḍarar, indicating that the implementation of khiyār has not been carried out optimally. In addition, the absence of standardized agreements among sellers has resulted in weak legal certainty and inconsistent compensation practices.

Implication – This study could be valuable to traders, customers and local authorities to develop a fairer and more transparent market transaction process based on the Islamic economic law. The research underlines the necessity to standardize the agreements and compensation procedures according to the principles of khiyār to limit the occurrence of disputes in traditional market transactions. Compensation systems and khiyār-based arrangements can help support honesty and social cohesion in traditional market groups.

Keywords:

Implementation, Compensation, Defective goods, Clothing.



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INTRODUCTION

Compensation is a kind of justice in Indonesian Law notably in muamalah fiqh concepts like purchasing and selling. Redress is for breach of contract. Indonesia's compensation procedure is based on positive law and Islamic economic law which prioritize justice and public interest. (Habibullah, 2017) Compensation is related to the right of *khiyar*, the right of the parties to terminate or continue the contract to avoid loss. (Shaifurrahman, 2018)

The conventional Indonesian marketplace still has legal difficulties when it comes to purchasing and selling subpar commodities. In Indonesian positive law, the Criminal Code (KUHP Perdata) makes the seller responsible for hidden defects of the items delivered. However, if the buyer is uninformed of a defect in the goods, the *khiyar 'aib* gives him the option of rescinding or continuing the sale. In normal markets, the rules and reality of responsibility for faulty goods are often unclear, causing seller-buyer conflicts.

Providing compensation for defective items in clothing sales should be easy for both sellers and buyers. However, not all defects are caused by negligence or error on the part of the business owner. (Satria et al., 2020) found cases where buyers used the seller's convenience to select or try on clothing at home for purchase but instead used the clothing for personal use and returned it claiming it was unsuitable. This led to disputes between the seller and the buyer over the defective item.

The major legal topic in this study is buyer-seller liability in *khiyar 'aib*. Undiscovered flaws should be the seller's responsibility and things taken home the buyer's. Market transactions can blur the line between hidden and evident defects. New problems caused by broken items after delivery. It may be the seller's or buyer's fraud that caused the loss. Legal provisions and regulations that specifically regulate the determination of compensation for unlawful acts are still relatively limited, as a result of which, in practice, business actors tend to seek compromise solutions or middle paths to resolve these problems. (Maula & Zaki, 2024)

Compensation under the provisions of the *khiyār* contract in Islamic law is essentially mutually beneficial. This is because the principle of *khiyār* is oriented towards the welfare and benefit of all parties involved in the transaction. (Mahfudz, 2018) Social interactions between sellers and buyers can be harmonious and sustainable, thereby contributing to the growth and economic progress of society. (Taufan, 2020) Especially in areas where traditional markets are the center of local economic activity.

This research intends to find out the practice of compensation for faulty items in clothes sales at Roworejo Market and the contract of *khiyar* utilized in the transaction at Roworejo Market, Negeri Katon District, Pesawaran Regency. The researcher looks at the execution of the compensation and its

many features. They involve the understanding of seller and buyer on their rights and obligations in the contract, the procedure of assessing compensation for faulty products and the settlement of compensation liabilities, which are normally handled directly between seller and buyer without official organizations. (Ayusari et al, 2023)

Based on Islamic law regarding *khiyār*, previous research has shown that most cases focus primarily on consumer legal protection, while sellers' interests receive relatively little attention. Consumers have the opportunity to seek legal redress from companies if the goods they receive are proven to be defective. (Sonya Agus, 2025) Another study shows that research on the right to *khiyār* in buying and selling activities, especially in online buying and selling practices, is still very limited. (Khoir, 2022) The application of the principle of absolute liability for defective products holds the business actor liable for consumer losses without requiring proof of fault. (Noerdiana, 2022)

Previous studies have examined compensation and the concept of *khiyār* in Islamic economic law, primarily from consumer protection and normative legal perspectives. Such as research conducted by Dewi Amrom in her research discussing how the right of *khiyar* is applied in online buying and selling so that buyers get consumer protection due to defective goods from the seller. However, these studies are still limited in their empirical practice in traditional markets.

These studies have not sufficiently examined the imbalance of responsibility between buyers and sellers, particularly in cases where buyers abuse return policies and cause damage to goods. Therefore, this study aims to analyze the implementation of compensation for defective goods in clothing transactions at Roworejo Market and evaluate its compliance with the principles of *khiyār* in Islamic law.

This study investigates *khiyar 'aib* normatively as earlier studies have done, but also emphasizes the conflict of legal obligation (liability) between sellers and purchasers in traditional markets in buying and selling defective items. This study also examines Indonesian positive law and Islamic economic law to assess the obligations of each party. This research also draws on field data to explore the application of *khiyar 'aib* and to develop a more explicit and equitable paradigm of responsibility. The present research provides practical support and allows market participants to settle disputes over defective items by identifying the liability of buyer vs provider.

In this paper, we investigate the seller-buyer liability sharing paradigm for post-possession defects of products. This paper discusses the distribution of blame proportionally from the perspective of fiqh muamalah, especially concerning the misuse of commodities by the buyer. Previous research has focused on the seller responsibility and consumer protection. Therefore, this

research provides a theoretical contribution to the discourse of justice, risk sharing and compensation mechanisms of Islamic economic law, beyond a local case study at Roworejo Market.

Researchers adopted a more comprehensive approach to Islamic economic law, focusing on the compensation mechanism for defective goods in clothing transactions at Roworejo Market, Negeri Katon District, Pesawaran Regency. This principle has been thoroughly explained in Islamic jurisprudence and forms the basis of business practices based on Islamic values. (Nurul, 2025)

METHOD

Research Type

This study applies a qualitative approach, specifically qualitative descriptive research. The researcher chose this method to explore in depth the practice of compensation in the Roworejo market, in accordance with Islamic principles, applicable norms, and business ethics. (Fenti, 2020.) The data obtained from observations at Roworejo Market were analyzed in depth to determine their meaning and relevance to relevant theories. (Syafriada, 2022) This research is a field research type to obtain data directly through interaction with clothing sellers at Roworejo Market. (Sarib, 2023)

This study uses a descriptive method to illustrate how the application of Islamic Economic Law on compensation for defective items in the sale of clothing at the Roworejo Market, Negeri Katon District, Pesawaran Regency. This research used eight clothes dealers in Roworejo Market. Correct data was collected through observation, interviews and documentation. These three methodologies were used to study the empirical process of compensation for damaged goods at Roworejo Market for clothes sales.

Observations were conducted by directly observing the practice of compensation for defective goods at Roworejo Market. Interviews were conducted with eight clothing vendors at Roworejo Market. These individuals were selected because they understood and implemented the return policy. Furthermore, documentation was conducted to strengthen the evidence of the findings to strengthen the validity of the data.

Transcription and thematic text analysis of interview data indicated different concerns (e.g., return policy, losses of sellers, conflicts and conformity with the option principle). To do this, the researcher examined the participants' responses for recurring themes and similarities that may be used to inductively derive major themes from the field study results. These issues were accountability, restitution and abuse of the garment return policy. The real data from the field was contrasted with the normative rules of Islamic law

that were incompatible with the option principle and positive Indonesian consumer protection and compensation regulations.

In-depth interviews were used as the primary method of data collection with clothing sellers to gain a more comprehensive understanding of the application of *khiyār* contracts in clothing buying and selling transactions at Roworejo Market, and to identify the challenges sellers face in interacting directly with buyers. (Arfa A. C & Ika A. W, 2021)

Data processing goes through three main stages: Data reduction, the process of summarizing and simplifying information obtained from the field; Data presentation, carried out in the form of descriptive narrative descriptions; Data verification, a review stage to test the validity of the collected data and ensure the conformity between field practices and Islamic legal principles.

RESULT OF THE FIRST PROBLEM FORMULATION

Compensation for Defective Goods in the Sale and Purchase of Clothing at Roworejo Market, Negeri Katon District, Pesawaran Regency.

A. Return Policy Form

Initially, Roworejo Market was a small-scale traditional market with relatively limited trading activity. This meant that the frequency of buying and selling transactions was not particularly high, resulting in a relatively quiet atmosphere. However, over time, the market experienced significant growth, especially after a comprehensive renovation. Since then, Roworejo Market has become busier and attracts buyers from various backgrounds, including Roworejo Village and surrounding villages. (Nurhadi, 2019)

Compensation at Roworejo Market has become commonplace among traders. The compensation mechanism implemented is based on the principles of mutual trust and honesty between sellers and buyers. In practice, compensation is understood as a form of redress provided to parties who suffer losses due to non-fulfillment of obligations or breach of contract. (Juniar, 2025) In the practice of buying and selling clothes, sellers give buyers the freedom to take the clothes home to try them on first. If the buyer finds the clothes suitable, payment is made afterward. Conversely, if the buyer finds the clothes unsuitable, they are returned to the seller.

Roworejo Market operates twice a week, on Wednesdays and Sundays. If buyers bring clothing to sell on market days, especially Sundays, sellers generally set a return period of three to seven days, depending on the next market schedule. If the clothing is not returned within the agreed timeframe, the buyer must pay the price. This provision is implemented to protect the

interests of business owners and to maintain a balance between the rights and obligations of sellers and buyers in transactions.

Based on the results of interviews and observations at Roworejo market, Sellers generally apply the principle of allowing buyers to choose clothing at home and exchange it if it doesn't fit, and even the seller accepts returns under certain agreed-upon conditions. Therefore, in this case, the buyer has the right to cancel the transaction if there is a defect or the item is not as expected. In cases where defective goods are found to be due to buyers committing fraud by using them for personal gain, the seller often finds themselves in a weak position because they have no legal basis to claim compensation.

As Sumardi explained,

"As sellers, we allow buyers to try on clothes at home to ensure they're satisfied with the item. If they don't like the item, they can return it or exchange it for another item."

In principle, both civil law and Islamic jurisprudence (fiqh muamalah) uphold a similar doctrine: sellers bear responsibility for goods proven to be defective, while buyers are entitled to return such goods and rescind the transaction. Nevertheless in practice, this right is sometimes misused by buyers who return items under the pretext of unsuitability, even when the alleged defects were neither present at the time of sale nor known to the seller

In Islamic jurisprudence, this policy must be implemented, as it is based on the principles of *khiyar* and *dhaman*. The seller implements *khiyar* by providing compensation to the buyer if the goods are not suitable, and the buyer can return the goods if they are not. The buyer has the right to continue or cancel the transaction.

The implementation of compensation for defective goods in clothing transactions at Roworejo Market is an important issue to investigate, as sellers' mechanisms are primarily designed to attract buyers' interest and provide convenience. This pattern creates a relatively close social relationship between sellers and consumers. However, it cannot be denied that some buyers exploit this leniency to engage in inappropriate behavior.

Table 1. Data on Clothing Sellers at Roworejo Market, Negeri Katon District, Pesawaran Regency

No	Seller Name	Age	Length of work	Types of clothing
1	Sumardi	56	35 years	Men's clothing
2	Wiwid Setiawan	47	16 years	Men's clothing
3	Nurmawati	37	15 years	Women's clothing
4	Muhammad Tamyiz	53	24 years	Men's clothing
5	Siti Munawaroh	48	25 years	Women's clothing
6	Joko Waluyo	40	15 years	Hijab

7	Fathoyah	51	31 years	Women's clothing
8	Himatul Holisoh	40	20 years	Women's clothing

The table above contains the results of interviews and field observations with eight clothing vendors at Roworejo Market, Negeri Katon District, Pesawaran Regency, analyzed by age and length of service. These findings indicate variation in vendors' experiences with losses from buyers returning defective goods. Of the eight vendors interviewed, six experienced losses, while two did not. These differences are influenced by the mechanisms and patterns each vendor uses to interact with buyers and establish agreements.

B. Form of Seller's Loss

Based on observations of six business owners, they reported losses from returned clothing in defective condition after buyers took it home for consideration. These losses generally involve a decrease in the resale value of the clothing, as the items are no longer in the same condition as when they were first shipped. Consequently, these garments become difficult to re-market as items still in good condition

Table 2. Clothing Sellers Suffer Losses at Roworejo Market, Negeri Katon District, Pesawaran Regency

Seller Name	Deadline	Return system	Form of damage
Sumardi	3-7 days	Flexible	Broken stitches and different smell
Siti Munawaroh	7 days	Change option	Clothes smell different after wearing them
Joko Waluyo	7 days	Flexible	Clothes smell different after wearing them
Fathoyah	7 days	Flexible	Torn clothes and broken stitching
Muhammad Tamyiz	3-7 days	Change option	Torn clothes and broken stitching
Himatul Holisoh	7 days	Flexible	The label is damaged and the clothes smell different.

Some items had worn or ripped labels, some parts and tears that exhibited smell or sweat. Interviews with the losing businesses highlighted that substandard apparel had to be checked carefully. Once the defects were found by the sellers they often sold things at half price to reduce losses. Some merchants provide swaps or refunds. This shows that the buyer procedures of sellers facilitate deals. So sellers will maintain and attract customers.

Much of business losses are from returns of damaged garments. For example, shredded bits, damaged labels, worn-out aromas, such as perfume or sweat. items loss sellers say items must be scrutinized carefully when returned. It is common for sellers to be unaware of issues.

This was also conveyed by Sumardi;

"Every transaction with the buyer has reached an agreement, but there are also buyers who are dishonest by changing the size of the item to the tailor and then returning it with the excuse of wanting to exchange it with another model."

Another trader also stated a loss according to Himatul Holisoh;

"I found the item had been used by smelling a different smell, like the smell of perfume or sweat, it turns out the buyer used the clothes to attend a certain event."

According to Siti Munawaroh;

"Buyers usually return items with the excuse that the size is not right or they want to exchange it with another model, it turns out the item has been used, it can be smelled from the smell of perfume on the item."

Muhammad Tamyiz stated;

"I allow buyers to try on clothes at home to make it easier for buyers, if the buyer feels the clothes do not fit, they can return them, but some buyers are dishonest by trying to damage the seams of the clothes."

A similar opinion was also expressed, according to Joko Waluyo;

"the reason I implement this is to make it easier for customers, some of the dishonest customers use the items they bring and then return them to me. I know because the items already smell of fragrance or perfume."

Table 3. Clothing sellers who did not experience losses at Roworejo Market, Negeri Katon District, Pesawaran Regency

Seller name	Payment system	Prevention
Wiwid Setiawan	Payment must be made in advance	Buyers may only choose on the spot
Nurmawati	Payment must be made in advance	Buyers may only choose on the spot

On the other hand, two other business owners stated that they had never experienced similar losses. This was due to a policy prohibiting buyers from taking home clothing until the transaction was complete and payment was made. This policy was implemented as a precaution to avoid the risk of damage to goods arising from buyer use or negligence outside the seller's supervision.

C. Cause of Dispute

Based on Tables 2 and 3, it can be concluded that sellers who experienced a loss generally allowed buyers to take the clothing home without providing a clear agreement regarding liability for potential damage. In contrast, sellers who did not experience a loss tended to implement stricter rules, such as prohibiting the use of clothing until final payment was made and emphasizing risks and responsibilities from the outset of the transaction.

These findings suggest that policies that allow customers to take home clothing for inspection directly impact potential losses for businesses. In practice, there are no written agreements that clearly define the buyer's responsibilities if the item is damaged after being taken home. This situation puts businesses in a less secure position when damage occurs, which in many cases leads them to choose to absorb the loss to maintain good relationships with customers and protect their business reputation.

These observations indicate that the lack of clarity in sales regulations, particularly regarding the take-home policy, is a major factor in the emergence of compensation disputes for defective goods at Roworejo Market. The varying policies implemented by each business entity also indicate a lack of standards or uniformity in sales practices that could provide legal certainty, particularly in determining the form and responsibilities of compensation for sellers and buyers.

The seller stated that every transaction is essentially based on a mutual agreement between him and the buyer. This agreement includes determining the price, the type of clothing selected, and the return deadline if the item is taken home to try on. This agreement does not guarantee the honesty of all buyers, as Fathoyah explained, "Buyers usually return items because they are not the right size and return them to me for an exchange, but after a few days I checked, it turned out the buyer took the item to a tailor to have it resized. I still accepted the loss. but I give a warning not to repeat it."

According to the principle of *khiyar*, then buyers who are proven to have used the item are responsible for compensation by paying for or purchasing the item at its original price. Buyers may not intentionally return the item to the seller for any reason, thereby granting the seller the right to compensation from the buyer.

D. Conformity With Khiyar Principles

The concept of khiyār also encompasses elements of social responsibility within the Islamic economic system. This means that every economic actor, both seller and buyer, is reminded to consider the potential social impact of each transaction. (Rezki, 2023) This situation further emphasizes the importance of a clear agreement from the start of the transaction as a preventative measure to provide legal protection and minimize potential losses in the practice of buying and selling clothes in traditional markets.

The application of compensation for defective goods in clothing sales at Roworejo Market already applies the principle of khiyar, particularly in the case of khiyar 'aib. This practice can be seen in sellers who implement khiyar by giving buyers the option to choose clothes at home to more easily assess the items they intend to purchase. If the item is not suitable for the buyer, they are allowed to return it to the seller. This application includes khiyar, which aims to provide convenience, willingness, and fairness for buyers.

Based on the research conducted, the practice of khiyar is not fully implemented and is not in accordance with the principles of Islamic economic law. The return policy implemented by the seller was exploited by several buyers by using the clothes and then returning them to the seller because they were not suitable. This action is contrary to the principle of khiyar itself because the principle of khiyar essentially provides benefits and avoids harm, rather than giving new losses to one of the parties.

This situation clearly reflects the normative concept of khiyar, as well as empirical practice in the field. Khiyar emphasizes a balance of rights and obligations between sellers and buyers, but in practice at Roworejo Market, the burden of responsibility often falls more heavily on sellers to maintain relationships and trust with customers. Khiyar has not been fully implemented to ensure fairness of responsibility for both.

RESULT OF THE SECOND PROBLEM FORMULATION

Application of Khiyar in Compensation for Defective Goods in the Sale and Purchase of Clothing According to Islamic Law

Buying and selling is an activity in which sellers and buyers meet, then develop into a transaction that utilizes various modern technologies and facilities. (Mahfudhoh et al, 2020) Sales transactions have increased significantly in line with rapid technological developments, as stipulated in the Quran and Sunnah, which stipulate that buying and selling is permitted under sharia law. (Suretno, 2018) The Quran and Hadith, as sources of Islamic law, provide examples and regulate buying and selling, but these provisions apply not only to sellers but also to buyers. (Rahayu & Ritonga, 2024)

Through the application of sharia, humans can build social interactions based on justice and affirm that Islam is a universal and inclusive teaching. (Nikmatius Salwa, 2025) The law of buying and selling is explained in detail in the Qur'an and Hadith, so this explanation is necessary, as people also need information on this from the two main sources of Islamic law. (Shulton et al., 2021) Islam recommends earning a living through legal means, including buying and selling. This is based on the word of Allah in the Q.S Al-Ma'idah, 5:2];

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

"Cooperate with one another in goodness and righteousness, and do not cooperate in sin and transgression. And be mindful of Allah. Surely Allah is severe in punishment." (Quran Kemenag RI & Quran 5:2 Tafsir Ibn Kathir)

From this verse, we can understand that in everyday life, all humans should adhere to the principle of helping one another do good deeds. Transaction processes must be conducted fairly, honestly, and transparently, with a focus on mutual benefit, ensuring advantages for both parties. (Rahmasari & Ningrum, 2024) All interests and activities must be in accordance with the provisions of the Koran and not deviate from the values set out in Islamic teachings. (Ervina, 2023)

Compensation is usually determined by a certain amount of money. (Langi, 2016) This relates to disputes between sellers and buyers arising from the use of goods or services that do not comply with the agreed-upon specifications, thereby violating the buyer's rights. (Muklis, 2023) If an individual experiences a loss, the other individual must provide compensation according to the nominal loss. (Sobri, 2024)

Khiyar is the right to choose to continue or cancel the transaction in accordance with the agreement and consideration by both parties. (Nurjaman & Nuraeni, 2021) In principle, contracts agreed to by both parties are binding and cannot be canceled unilaterally, however Islamic law provides exceptions by stipulating certain rights. (Kurniawanto, 2019) Sheikh Wahbah Al-Zuhaili defines khiyār as the right owned by the seller and buyer in a sales and purchase contract to determine whether the transaction can be continued or cancelled, according to the circumstances and considerations of each party involved in the contract. (Zulfatus, 2022)

The decision to continue or cancel a transaction is greatly influenced by the condition of the item being sold. (Hayati et al, 2020) A sales and purchase agreement is valid and legally binding once agreed upon. If the agreement includes the right of *khiyar*, its binding nature becomes temporary, so that

during the validity period of the right of *khiyar*, the transaction can still be cancelled by the party holding the right. (Nubahai, 2023).

The concept of *khiyār* in Islamic jurisprudence is not solely based on traditional practices or social customs but is firmly grounded in the primary sources of Islamic law, namely the Qur'an and the Hadith. The evidence underlying the concept of *khiyār* emphasizes the importance of the principles of justice, consent, and transparency in every transaction, as explained below:

عَنْ ابْنِ عُمَرَ عَنْ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنَّهُ قَالَ: إِذَا تَبَايَعَ الرَّجُلَانِ فَكُلُّهُمَا وَاجِدِ مِنْهُمَا بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا وَكَانَا جَمِيعًا أَوْ يُحَيِّرُ أَحَدُهُمَا الْآخَرَ فَإِنْ خَيَّرَ أَحَدُهُمَا الْآخَرَ فَتَبَايَعَا عَلَى ذَلِكَ فَقَدْ وَجَبَ الْبَيْعُ وَإِنْ تَفَرَّقَا بَعْدَ أَنْ تَبَايَعَا وَلَمْ يَتْرُكْ وَاحِدٌ مِنْهُمَا الْبَيْعَ فَقَدْ وَجَبَ الْبَيْعُ. — رواه البخاري ومسلم

“From Ibn Umar r.a. from Rasulullah SAW said: “If two people are buying and selling, then each party has the right to carry out khiyar for both of them and one of them. If one or both of them carry out khiyar on the other then they both carry out the sale and purchase based on an agreement that they separated after carrying out the sale and purchase and one of the parties does not abandon the sale and purchase, then the sale and purchase must be carried out”. (HR. Bukhari and Muslim)

The concept of *khiyār* in Islamic jurisprudence serves as a foundation for ensuring flexibility and protection within transactions. *Khiyār's* different forms such as *khiyār majlis*, *khiyār 'aib*, and *khiyār syarat* all aim to uphold justice, willingness, and transparency in muamalah activities through their unique provisions and applications.

Khiyar Majlis establishes the immediate contractual right of the parties to confirm or cancel a transaction while they are still together, defining separation in accordance with local custom or circumstances. After *ijab* and *qabul*, the contract remains binding until the parties separate or choose to do so, after which it becomes binding. (Nurjaman & Nuraeni, 2021)

Khiyar syarat defines a contract provision that allows the parties a set period to affirm or cancel the agreement. (Rahmasari & Ningrum, 2024) This right is based on a hadith by Baihaqi and historical practice, further strengthening its foundation in Islamic law.

Khiyar 'aib provides *contractual* parties with a right to rescind or proceed with a transaction if an unknown defect or deficiency is discovered in the traded object. Any unanticipated flaw that affects value, quality, or quantity entitles the injured party to request replacement or compensation. (Nubahai, 2023)

Research findings on *khiyar 'aib* highlight its relevance to clothing items susceptible to post-sale damage not caused by the buyer. Islam protects buyer rights in such cases, as evidenced by specific transactions at Roworejo Market. (Yunus & Hadiyanto, 2021) The case studied falls into the category of *khiyār 'aib*, namely a situation that gives the parties the right to continue or cancel the contract if a defect is found in one of the transaction objects that was not previously known at the time the contract was made, but in this case the damage was not caused by the seller. (Nurjaman & Nuraeni, 2021)

Based on interviews conducted by researchers with clothing vendors at Roworejo Market, it can be concluded that sellers have essentially attempted to implement the principles of *khiyār* contracts in their buying and selling practices. They provide buyers with the opportunity to select, inspect, and consider the condition of the goods before completing the transaction. This attitude demonstrates the sellers' good faith, honesty, and fairness, as taught in Islamic law.

Theoretically, Islamic jurisprudence bases sales transactions on the principles of justice, balance, and proportional responsibility. The concept of *khiyār* aims to protect both parties from harm, not to allow them to be exploited unilaterally. In theory, if a defect arises due to the buyer, the right to *khiyār* is forfeited and responsibility shifts to the buyer through the *dhaman* mechanism.

In practice, in traditional markets such as Roworejo Market, deviations from this principle are often found. Sellers tend to give buyers leniency by allowing them to take items home without specifying the usage limits. On the other hand, some buyers take advantage of this leniency by using the goods first and then returning them, citing non-conformity. (Grisella, 2024) This practice demonstrates the gap between the ideal Islamic jurisprudence (*das sollen*) and the reality on the ground (*das sein*), where the principles of justice and responsibility have not been fully implemented.

In terms of *gharar*, the practice of returning used goods and then claiming them as "unfit" contains an element of ambiguity in the object of the transaction. At the beginning of the contract, the goods are considered intact and fit for sale, but after being used by the buyer, the condition of the goods changes without it being clear whether the damage is original or due to use. This creates uncertainty (*gharar*) that can undermine the validity and fairness of the transaction. In terms of loss (*darar*), the buyer's action of using the goods and then returning them in a damaged condition clearly results in a loss for the seller. (Aulia, 2018)

From the perspective of *fiqh muamalah*, the buyer is obliged to bear compensation (*damān*) if damage to the goods occurs in his control due to excessive use (*ta'addī*) or due to negligence (*tafrīt*). This obligation is in line with the *fiqh* principle "*al-ḍarar yuzāl*" which emphasizes that every form of loss must be eliminated, so that the party who causes it must be held responsible. (Khoirul A., 2025) Apart from that, the rule "*al-ghunm bi al-ghurm*" shows that the party who benefits from an item must also be prepared to bear the risks attached to it.

This view is reinforced by Imam Nawawi who states that the right to *khiyār* becomes void if there is change or damage to the goods while they are in the control of the buyer, so that he no longer has the right to return them without providing compensation. In line with this, Ibnu Qudamah emphasized that every person who causes damage to another person's property, whether intentionally or through negligence, is obliged to compensate for the losses caused. The buyer not only loses the right to *khiyār* but is also obliged to provide compensation either in the form of replacing the goods paying the value of the damage or other forms of compensation agreed upon by the parties. (Khoirul A., 2025)

From the perspective of Islamic commercial *jurisprudence fiqh al-mu'āmalah*, disputes concerning liability for defective goods may be resolved through evidentiary mechanisms (*bayyinah*). The principle of *bayyinah* establishes that the burden of proof lies with the claimant, as articulated by Ibn Qudamah, who asserts that the plaintiff is required to substantiate his or her claim with valid evidence, while the defendant may reinforce their denial by taking an oath. (Iwannudin, 2025).

Within this framework, the seller bears the responsibility of demonstrating that the defect in the goods arose after they had come into the possession of the buyer. Such proof is essential to determine the proper application of the right of *khiyār 'aib*, particularly in establishing whether the buyer retains the right to rescind the contract or whether liability shifts due to the buyer's conduct

The purpose of implementing *khiyār* is to protect both sellers and buyers, so they do not incur losses or regret after the transaction due to conditions that arise during the buying and selling process. (Syaickhu, 2021) Each party has the right and obligation to implement the mutually agreed-upon provisions. (Rizki, 2025) The core teachings of Islam have established comprehensive and comprehensive provisions that govern various aspects of life. These rules serve as guidelines for individuals to live just and orderly lives. (Aprianingsih & Rochim, 2025).

The implementation of the *khiyār* contract in practice is still less than optimal. Based on interviews, it was found that some sellers are still less careful and less firm in setting the limits of *khiyār* for buyers, especially when granting permission to take clothes home for consideration or to try on first. This lack of firmness creates ambiguity regarding the buyer's responsibility if the goods are damaged after they are beyond the seller's control. As a result, when clothes are returned damaged, the seller is often disadvantaged, even though the damage did not arise from the goods' original condition at the time of the transaction.

CLOSING

Based on the research results, it can be concluded that the practice of compensation for defective goods demonstrates a lack of clarity and firmness in sales regulations, particularly regarding the policy of allowing goods to be taken home. This situation is a major factor in the emergence of disputes overcompensation for defective goods, ultimately harming sellers at Roworejo Market.

The differences in policies implemented by each business entity indicate a lack of standards or uniformity in buying and selling practices that would provide legal certainty, particularly in determining the form and mechanism of compensation for sellers and buyers. This situation underscores the importance of formulating clear agreements from the outset as a form of legal protection and a preventative measure to minimize potential losses in clothing transactions in traditional markets.

Based on research on clothing sellers at Roworejo Market, it was found that the traders have essentially attempted to implement the principles of *khiyār* contracts, particularly *khiyār 'aib*, in their clothing buying and selling practices. They give buyers the freedom to choose, inspect, and consider the condition of the goods before completing the transaction.

This attitude demonstrates good faith, honesty, and a commitment to fairness on the seller's part, as taught in Islamic law. This principle emphasizes the prohibition of fraudulent practices (*gharar*) and the obligation to transparently disclose the condition of goods to buyers. The lack of clear agreements, such as clearly defining contractual boundaries, and minimal oversight of their implementation, are among the weaknesses in the governance of clothing sales transactions and compensation mechanisms at Roworejo Market.

Despite agreements on price, types of goods, and return deadlines, the lack of a structured security system creates opportunities for abuse of trust. As a result, in some cases, buyers fail to provide compensation even when returned goods are damaged, resulting in economic losses for the merchant,

reducing the sale value of the goods, and creating an imbalance between rights and obligations in the transaction.

From the perspective of Sharia Economic Law, this practice may create ambiguity regarding compensation obligations, thereby introducing the element of *gharar*. Such a situation can create uncertainty in implementing the *khiyār* contract and cause losses (*ḍarar*) for clothing sellers. This condition is not in line with the rules of *al-ḍarar yuzāl* (every loss must be eliminated) and *al-ghurm bi al-ghunm* (risk is in line with profit), which emphasize that both sellers and buyers are obliged to act fairly and responsibly in every transaction, therefore, this study suggests that business actors operating under Sharia principles must strengthen the rules applied by sellers through.

Declaration of Conflict of Interest

All authors declare that this research was conducted without any conflict of interest, either financial or non-financial, that could influence the research results.

Author Contributions (Credit Author Statement)

Adnan Daffa Syahdilla: Conceptualization, data collection, data analysis, writing original draft.

Nurnazli: Methodology, supervision, ensure quality

Ahmad Sukandi: Writing review & editing, systematic analysis of writing

All authors have approved the final manuscript and take responsibility for its content.

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The author used generative AI technology to assist with grammar correction, sentence structure, and initial idea development. However, all scientific content, data analysis, interpretations, and conclusions are entirely the author's own.

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