

## Legal Analysis of the System in the Practice of Staple Food Arisan in Bangun Rejo Village, Tanjung Morawa District from the Perspective of Al-Maslahah

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### **Abstract**

*This study aims to analyze the legal aspects of the staple food arisan system implemented in Bangun Rejo Village, Tanjung Morawa District, and how the Al-Maslahah perspective as one of the theories of Islamic legal determination applies to the staple food arisan practice. Staple food arisan is a socio-economic activity often carried out by the community with the aim of helping to meet basic needs affordably, although in its implementation it can give rise to potential legal issues related to the discrepancy between the value of goods, clarity of contracts, price changes, and its management system. This study was conducted using an empirical juridical method, namely one that examines based on field data through interviews or observations and supported by related legal literature. The approach used is a sociological approach and a conceptual approach. The results of this study indicate that the staple food arisan practice in Bangun Rejo Village provides considerable benefits to the community, such as making it easier for people to meet basic needs and can foster a sense of togetherness among fellow human beings. However, from an Islamic legal perspective, this practice must be given more attention, especially in determining the contract which must be clear, equal in price value, and avoid elements that have the potential to cause uncertainty and loss. Thus, the principle of Al-Maslahah can be used as a basis for improving the basic food arisan system so that it can continue to provide benefits in accordance with Islamic principles.*

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## INTRODUCTION

In our daily lives, we are already familiar with the term Arisan, so this arisan is one of the means to meet material needs at this time which is widely used by society. Arisan is an activity of a group of people who collect money or goods regularly at each predetermined time period. The determination of the winner of the arisan is usually done by drawing lots or based on the sequence number of members, after which other members will also get a turn to receive the same nominal amount. Not only as a way to save, arisan is also widely carried out among the community as a form of socio-economic activity in society to get to know each other, help each other among each other (Taufiq Hidayat et al., 2019).

One form of arisan that is rapidly growing in society is the staple food arisan, which focuses on basic necessities such as rice, sugar, oil, and other basic goods. This staple food arisan is considered more beneficial because the items obtained can be immediately used to meet daily needs. It can also be used as an alternative that is considered capable of easing the economic burden of members, when facing rising staple food prices or unstable economic conditions. Therefore, staple food arisan has become a social phenomenon that is widely sought after by the community, especially mothers, which is not only attractive from an economic and social perspective but also needs to be studied from an Islamic legal perspective, considering that this

staple food arisan involves muamalah activities that are assessed whether they are in accordance with sharia principles or not.

Various types of social gatherings are currently developing, including the staple food gathering, which has also emerged in the community of Bangun Rejo Village, Tanjung Morawa. This is different from the staple food gathering in general. While staple food gatherings in other places or villages use a system of collecting staple food by each member who joins, which is carried out at the beginning of each period or at a specified time and does not use cash collection anymore, the staple food gathering in Bangun Rejo Village uses cash collection at the beginning of the period or at the beginning of the time and then at the end of the withdrawal period, the money is exchanged for staple food of a type that has been mutually agreed upon by the members of the gathering. And the staple food received must be in accordance with the nominal amount of the arisan money that has been collected and cannot be more or less. This is also one way for the people of Bangun Rejo Village to save in order to save or store finances in the form of staple food by creating such staple food gatherings.

Islamic law, which is used as the main guide in all forms of muamalah activities, regulates that everything done in muamalah must be based on the principles of justice, transparency and benefit. So if the implementation of muamalah activities contains prohibited elements such as gharar (uncertainty), riba (unauthorized additions), ghabn (value injustice) and tadlis (elements of fraud) then this can no longer fulfill the objectives of sharia (Islamic law). Therefore, an in-depth analysis of how the basic food gathering is implemented needs to be carried out to assess the extent to which the system operates in accordance with muamalah rules or Islamic law.

Based on this background, this study aims to analyze the system implemented in the staple food arisan (shopping) system in Bangun Rejo Village, Tanjung Morawa District, from an Al-Maslahah perspective and to provide recommendations for improvements to the staple food arisan system. This research can contribute to the field of Islamic law and the public, and can help raise public awareness of the importance of Islamic law in everyday life, especially in muamalah (transactions).

## METHOD

This research method employs empirical legal research, employing a legal research methodology to examine how laws apply in society. The research method used in this method is classified as field research, which aims to understand the background of current conditions and interactions within a society. The approaches used are sociological and conceptual. *Sociological approach* used to observe the practices of arisan sembako (grocery social gathering) in Bangun Rejo Village, Tanjung Morawa District. The conceptual approach is used to analyze the concept of Al-Maslahah applied to the practice of arisan sembako in Bangun Rejo Village, Tanjung Morawa District. The data collection technique in this study is supported by two data, namely primary data and secondary data, where the primary data comes from information extracted from the results of interviews with informants (arisan leaders) related to the arisan sembako conducted in Bangun Rejo Village. Furthermore, secondary data is data that connects to legal literature related to the research. The data analysis technique applied is a qualitative data analysis technique, namely by examining all available data and then analyzing, studying and compiling it into a single unit which is then developed with concepts from the results of the literature review obtained. (Sahliah, 2024)

## RESULTS AND DISCUSSION

### A. Implementation of Staple Food Arisan Practices in Bangun Rejo Village

Arisan in the Big Indonesian Dictionary (KBBI) is the collection of money or goods of equal value by several people or members of a group that is joined, then drawn by the members who participate to determine who gets it. Meanwhile, according to al-khotslan in Arabic, arisan is called Jam'iyah muwaddhofin, Jam'iyah which means a gathering/association while muwaddhofin literally means a gathering of employees. The meaning of the word which means a

gathering of employees, in Arabic has a special term that is the same as the fact of arisan in Indonesia because arisan actors there are popular and are also widely carried out by employees in various work units. (Rozikin, 2018)

Judging from the several definitions above, it can be concluded that arisan is a form of activity carried out by a group or several people to collaborate in order to help alleviate their needs or requirements which are carried out alternately by the members of the group. Talking about arisan is the same as debt, which in everyday life can occur between people who have insufficient funds to meet the needs of life. Debt is also an agreement involving two parties, where one party is willing to provide a loan to another party with a repayment time requirement. The agreement must also meet the requirements for a valid agreement, namely, there must be an agreement between both parties, there must be capacity, and there must be certain things or a lawful cause. This is as stipulated in Article 1320 of the Civil Code. (Suharnoko, 2004)

Grocery arisan in general is an arisan in the form of basic ingredients which is usually done in order to add or help the continuity of events or celebrations for the members who participate. (Mustamin, Zaenal Abidin, 2023). However, in some places, there are slight differences in the system or way of playing the grocery arisan. Usually the grocery arisan is done by collecting basic food items/basic ingredients from each member collected per month, then after being collected from each member, it is given to the member who asok or pulls based on the serial number. For example, the grocery arisan is in the form of rice, so each member is told to collect 3kg of rice per month and multiplied by 10 people means a total of 30kg per month and after collecting the 30kg it is then given to the asok or puller according to the serial number and so on every month until it is finished at the last serial number of the member.

But there are also some different places, which use a system of collecting money per person according to the agreed nominal, then after that exchanged for basic necessities worth the money that has been collected. For example, 1 group consists of 10 people with a contribution of 1 person per month of Rp. 50,000 then Rp. 50,000 x 10 people which means a total of Rp. 500,000 and after collecting Rp. 500,000 per month then by the holder of the money spent basic necessities worth the price of Rp. 500,000, then after that given to the person who asok/pulled the basic necessities. So the recipient does not receive in the form of money, but receives in the form of basic necessities with a nominal value according to the Rp. 500,000.

Similar to the arisan (social gathering) held by many community groups in general, the staple food gathering in Bangun Rejo Village is the beginning of a tradition of mutual assistance and has become one of the most popular arisan among the people of Bangun Rejo, especially the women. Besides fostering a tradition of mutual assistance, this staple food gathering also serves as a way for the Bangun Rejo community to save and conserve money.

This grocery shopping group has been widely held by the people of Bangun Rejo Village in recent years, at least four years after the COVID-19 outbreak. In Bangun Rejo Village, this grocery shopping group is run by several women, typically consisting of 10-15 people per group. Each hamlet typically has one group chaired by one person, the person who holds the money collected from the group.

The emergence of the grocery arisan in Bangun Rejo Village was initially initiated by Mrs. Imes, a housewife who had previously been involved in arisan, such as arisan for household goods and arisan for money. Thanks to her experience in various arisans, in 2021, approximately four years ago, Mrs. Imes dared to invite her neighbors to join in the arisan, a system where people save money to receive groceries.

Quoted from the statement of the chairman of the social gathering, Mrs. Imes said that the social gathering system implemented was:

"The implementation of the first arisan system usually consists of 10 members with a monthly collection of money and the receipt of basic necessities is received based on a sequential number, then each member is charged a monthly payment fee of Rp. 50,000, so Rp. 50,000 x 10 people = Rp. 500,000. And the Rp. 500,000 is exchanged for basic necessities that are worth and

the price is exactly the same as the Rp. 500,000, and so on every month in turns with other members based on the sequential number. And the second method is actually similar to the previous method, only different in the method or time of receiving the basic necessities. In this second method, usually people who participate are also around 10 people, with the collection of money that is still done once a month with a nominal amount of Rp. 80,000 per person, so Rp. 80,000 x 10 people = Rp. 800,000. Furthermore, Rp. 800,000 is received by each arisan participant in the th month. 12 in the form of basic necessities worth the nominal amount of money" UJar Bu Imes as the chairman of the social gathering.

Judging from the statement of the chairman of the arisan above, that the implementation system of the arisan was actually created to help the community to obtain basic necessities to fulfill daily needs by means such as saving. However, the exchange rate of money with goods must be clear in terms of quality, quantity or weight of the goods given, so that no party is disadvantaged in this matter. However, in the implementation of the arisan there is the potential for imperfections in the system or implementation because the price of basic necessities tends to change and is not always the same at each time. And this can actually cause disputes among arisan members because the quality, quantity or weight of the basic necessities received is not the same as the weight of other members, so that it is possible that the next member in sequence receives more basic necessities than the previous member because when he/she receives the arisan and at that time the price of basic necessities is cheaper than some time before when the previous member received even with the same nominal collection or total money.

The things that cause disputes that should be agreed upon at the beginning of the muamalah are usually related to: 1) Contract, 2) Object of contract, 3) Exchange value, 4) Delivery time, 5) Mechanism or implementation, 6) Provisions if someone does not fulfill obligations. So these six things must be really paid attention to so that they do not cause disputes and ambiguity between the parties concerned in carrying out muamalah activities and also that no one is harmed by each other.

However According to KH Mochyar Dahri, an Islamic legal expert, it is better to avoid this arisan (social gathering) for basic necessities/goods due to price fluctuations over time, which can create price disparities among arisan participants, between those who receive them first and those who receive them last. If there is no proportional price adjustment and it is not arranged fairly, it will lead to hidden usury. Therefore, from the perspective of muamalah fiqh, this condition can damage the validity of the contract because it does not fulfill the elements of clarity and balance that lie in the price (Lestari & Erwan Setyanoor, 2025). So, it is better for arisan to be money paid for with money, goods paid for with goods, gold paid for with gold or the same type of goods with the same quantity as well.

## **B. Implementation of Islamic Law-Based Contracts in the Practice of Staple Food Arisan in Bangun Rejo Village**

In the practice of grocery arisan, there is usually no clear agreement regarding the contractual obligations, and the agreement is usually based solely on trust and custom between members. Furthermore, the agreements in grocery arisan can usually be changed based on agreement between the group members and the arisan leader.

In a statement made by Mrs. Imes, the head of the arisan, she said, "The arisan we run is actually a mutual assistance agreement (tabarru') that does not burden each party or the members. So this arisan was created solely to help ease the burden on members and there is no interest or penalty system in it. It is simply designed to resemble a savings system," said the head of the arisan.

The definition of the tabarru' contract is: Basically, the tabarru' contract is a contract to do good deeds that only expect a reply from Allah SWT alone. Therefore, this contract does not aim to seek commercial profit, and if this contract takes commercial advantage then it is no longer called a tabarru' contract but a tijarah contract. There are several general forms of the tabarru' contract, namely as follows:

1) Borrowing Assets (Lending)

a. Qardh

Qardh is an agreement carried out by two parties where the first party hands over money or goods to the second party, to be used for their benefit, with the provision that the money or goods must be returned exactly or the same as what they received from the first party.

b. Rahn

Rahn is linguistically defined as permanent, continuous, and some also define it as withholding. According to the Shafi'i school of thought, Rahn is the act of using an item as collateral for a debt that can be used to repay the debt if the debtor fails to repay it (Hidayat, 2022).

c. Hiwalah

In language, hiwalah means transfer, while according to the Imam Syafi'i school of thought, the term hiwalah is the transfer of a debt from the dependent who owes it to the dependent who is charged. (Azhar et al., 2024)

2) Lending Services

a. Wakalah

Wakalah is a transaction where someone appoints another person to replace him in carrying out a job or matter that is still ongoing. (Rizal, 2022)

b. Wadiah

Wadiah is a pure deposit from a depositor who owns goods/assets to a depositor who is entrusted with trust, whether an individual or legal entity, and the place where the goods are deposited must be protected from loss and security. (Mardani, 2012)

c. Kafalah

According to Sayyid Sabiq, kafalah is the process of combining the kafil's liabilities into an ashil burden in a claim with the same object (material), whether in the form of goods or work.

3) Give Something

a. Grants

The Shafi'i school defines a grant as giving a property right without expecting compensation or replacement.

b. Waqf

According to the Shafi'i school of thought and also the Hambali waqf, waqf is when someone retains their assets so that they can be utilized in all areas of benefit while still preserving these assets as taqarrub to Allah SWT. (Yazid, 2017)

c. Alms

Alms comes from the Arabic word Shadaqah, which means a gift given by a Muslim to another person spontaneously and voluntarily without being limited by time or a certain amount (Berkah, 2022).

In essence, arisan (social savings and credit) is considered a wadiah and qardh contract in Islamic jurisprudence, as it serves as a means of saving and also as a means of debt receivables. It also contains an element of mutual assistance (ta'awun), from the person entrusted with the trust to the person who entrusted it, and from the lender to the borrower (Permata & Winanti, 2024).

Although the statement above states that the arisan chairman stated that the staple food arisan was made using a tabarru' (mutual assistance) contract without taking any profit in it, in fact in Islamic law all kinds of arisan usually still use a qardh (borrowing and lending) contract, namely where other arisan members act as muqridh (people who provide loans) and one other member acts as muqtaridh (people who receive loans) or arisan members who will receive the results of the arisan. Then the results of the arisan money collection in the form of staple foods will be given to the muqtaridh (arisan recipient) who will automatically also transfer ownership to the muqtaridh. After the muqtaridh receives it, he will then return the loan in the form of dues which will be exchanged for staple foods according to the agreement of the members/arisan players. (Yulistiani & Syahrizal, 2023)

There are no clear specifications regarding the basis for the basic food arisan, but there is evidence that contains or refers to the principle of mutual assistance ('Ta'awun), which is found in QS Al-Maidah verse 2:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَحْلُوا شَعَائِرَ اللَّهِ وَلَا الشَّهْرَ الْحَرَامَ وَلَا الْهَدْيَ وَلَا الْقَلَائِدَ وَلَا آمِينَ الْبَيْتِ الْحَرَامِ  
يَبْتَغُونَ فَضْلًا مِنْ رَبِّهِمْ وَرِضْوَانًا ۚ وَإِذَا حَلَلْتُمْ فَاصْطَادُوا ۚ وَلَا يَجْرِمَنَّكُمْ شَنَا نُ قَوْمٍ أَنْ صَدُّوكُمْ عَنِ الْمَسْجِدِ  
الْحَرَامِ أَنْ تَعْتَدُوا ۚ وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ ۚ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ ۚ وَاتَّقُوا اللَّهَ ۚ إِنَّ اللَّهَ شَدِيدُ  
الْعِقَابِ

*Meaning: "O you who believe, do not violate the syiar (sanctity) of Allah, do not (violate the honor of) the haram months, do not (disturb) the hadyu (sacrificial animals) and qala'id (marked sacrificial animals), and do not (also disturb) the visitors to the Baitulharam while they are seeking the grace and approval of their Lord! When you have completed the ibram, go hunting (if you wish). Never let (your) hatred against a people, because they prevent you from leaving the Haram Mosque, encourage you to go beyond (them).*

The verse above commands us to help each other in doing good and piety, while strictly forbidding us from sinning or committing hostility. In this context, the basic food arisan actually functions as a savings and loan facility for members to help each other meet their basic food needs. However, the verse above does not specifically mention anything about mutual assistance in the basic food arisan.

### C. Legal Analysis of Staple Food Arisan Practices in the Concept of Al-Maslahah

Etymologically, maslahah means benefit, both in terms of pronunciation and meaning. Maslahah is also defined as the benefit of a job or activity that contains benefits. For example, if trade and seeking knowledge are considered maslahah, then both of these things cause the physical and spiritual benefits to be obtained for those who do them. Meanwhile, maslahah, or al-maslahah, according to Imam Ghazali, is an effort to maintain the objectives of Islamic law, namely by preserving religion, intellect, life, descendants, and property. Conversely, anything that can harm these five objectives of law is called mafsadat. Therefore, an event is considered maslahah when it protects the essence of humanity, provides benefits, benefits, but also does not conflict with Islamic law (Asiah, 2020).

The scholars also divide Islamic law into two parts, namely worship (*mahdhab*) and muamalah. In the area of worship, scholars agree that it must be guided by texts, both in terms of benefits and other details. Therefore, human reason does not need to interfere in determining or determining issues in worship, because maslahah is based on rational considerations of the good and bad of a matter, whereas in worship, reason cannot do this. Meanwhile, in muamalah, reason is used to determine negative and positive things and to understand beneficial things as well.

MayorThe scholars concluded that al-maslahah is a source of Sharia law which can only reach things that are outside of matters of worship, whose guidelines must refer to the texts of the Qur'an or Hadith and are not permitted to carry out qiyas, istihsan and istislah. (Taufiq, 2022). In Al-maslahah there is also maslahah murlahah, where maslahah murlahah is a problem that is not prescribed by the syari'i in the form of law and in order to create a maslahah in addition to the absence of blaming arguments. So something that is considered a benefit must be in the form of a real maslahah, namely something that truly brings benefits (Zaimuddin et al., 2022). Viewed from the perspective of the importance and quality of maslahah for human life, ushul fiqh experts have divided maslahah into three parts, namely:

#### 1) Maslahah Dharuriyat (Primary Benefits)

*Essential benefits*It is a benefit related to basic human needs in this world and the hereafter. This benefit is crucial, because if it is lost, it will lead to destruction, disaster, and damage to the order of human life. This benefit also encompasses the preservation of religion, self, reason, descendants, and wealth. Therefore, this basic benefit is vital and paramount, as human life

depends on it. The preservation of these five forms of benefit will also be realized if there are provisions in Islamic law and commands to uphold what is good and forbid what is evil. (Suyaman, 2024)

## 2) Maslahah Hajiyyah (Secondary Benefit)

*Hajj benefits* Hajj is any act or action unrelated to any other basis or to the essential needs of society. When these needs arise, they can avert hardship and alleviate hardship. In other words, hajj is a secondary need, whose failure to fulfill it does not threaten the individual's safety, but it will lead to difficulties in life.

## 3) Maslahah Tahsiniyah (Tertiary Benefits)

*Tahsiniyah Benefits* According to Wahbah Zuhaili, it is a maslahah that is desired by self-respect (marwah), which is meant by taking the virtues of customs and moral nobility. And if this tahsiniyah is lost, then the rules of life will not disappear or be lost as in dharuriyah and also will not have an impact on difficulties for humans as in hajiyyah. In other words, it is stated that tahsiniyah is a tertiary need which, if not met, does not threaten the existence of dharuriyah and also does not cause difficulties. (Miswanto, 2019)

From the various levels of maslahah above, it can be seen that the practice of arisan sembako (grocery savings and donations) in Bangun Rejo Village falls into the category of maslahah hajiyyah (pilgrimage benefits). This arisan sembako (grocery savings and donations) makes it easier for people to meet their basic needs without having to go into debt, but they can still have basic necessities by participating in the arisan. While the concept of maslahah hajiyyah does not directly save lives and is not intended to improve or complement life, it is very helpful in alleviating economic difficulties and is also a solution to lighten the daily economic burden on the people of Bangun Rejo Village in obtaining basic necessities for their daily needs. The arisan sembako (grocery savings and donations) cannot be categorized as maslahah tahsiniyah (essential benefits), as it is created as an effort to meet basic living needs, not as a supplement or luxury. However, under certain conditions or circumstances, this arisan sembako (grocery savings and donations) can change and fall into the category of maslahah dharuriyyah if:

- 1) There is no program or other way to obtain these basic necessities.
- 2) The community's inability to purchase or own basic necessities independently, so that the arisan can be obtained, makes the arisan an emergency.
- 3) In a state of economic crisis, the only access that can provide basic necessities for life is the grocery arisan.

After looking at the above points, this basic food arisan can actually help and make it easier for people to obtain basic food or staple goods by saving, so that it can be included in *benefit of the poor* in the section on the benefits of Hajj. However, the system or implementation of the staple food arisan can also cause disputes among members, because the price of staple foods tends to fluctuate and is not the same at any time. So this can be one of the imperfections in the staple food arisan system, because it is possible that members with subsequent numbers receive more staple foods than members with previous numbers who receive less because at the time the previous member with the same number asok/withdrawal at that time the price of staple foods is soaring.

## CONCLUSION

Based on the results of the study entitled Legal Analysis of the System in the Practice of Staple Food Arisan in Bangun Rejo Village, Tanjung Morawa District from the Perspective of Al-Maslahah, it can be concluded that the practice of staple food arisan carried out by the people of Bangun Rejo Village is basically a form of mutual assistance in meeting basic needs. This practice has good intentions and provides convenience for its members. However, in its implementation, the staple food arisan system has the potential to cause disputes between members. These disputes occur due to differences in the quantity and value of staple foods received by each member. This is caused by the system of collecting money which is then exchanged for staple foods at different

times, while staple food prices tend to fluctuate. As a result, members who receive arisan when staple food prices are low can receive more staple foods than members who receive them when prices are high. This condition indicates the existence of unclear and imperfect systems in the practice of staple food arisan, which has the potential to cause injustice and conflict among members. Therefore, this system of arisan sembako (grocery savings and credit) should be avoided to avoid problems and uncertainty in its implementation. From the perspective of Al-Maslahah (the principle of welfare), this practice of arisan sembako falls under the category of maslahah hajiyyah (public benefit), which aims to alleviate difficulties in meeting basic needs. However, because the system implemented has the potential to cause unrest and injustice due to fluctuations in staple food prices, this goal of welfare is not optimally achieved.

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