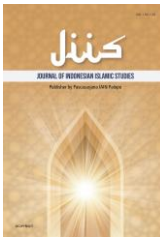
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Weight Deductions in Smallholder Rubber Transactions in Talang Jembatan: A Sharia Economic Law Analysis

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Abstract

Weight deductions are a routine part of smallholder rubber trading, yet the way collectors reduce the measured weight is rarely examined from the standpoint of Islamic commercial law. This study examines how weight deductions are determined and communicated in rubber transactions in Talang Jembatan Village, Abung Kunang District, North Lampung Regency, and assesses the practice under Sharia economic law. It is qualitative field research using an empirical (socio-legal) approach. Data were collected in 2025 through semi-structured interviews with four rubber farmers and two collectors, analysed thematically, compared across the two groups, and tested against the criteria of gharar, mutual consent ('an tarāḍin), and valid custom ('urf ṣaḥīḥ). The findings show that weighing takes place in front of the farmers, so the gross weight is open, but the deduction, commonly around 10 percent and ranging from 5 to 25 percent, is set by the collector through visual estimation of water content and impurities without any measuring device. Farmers are told the reason for the deduction but not how it is calculated, and they learn its amount only after weighing. Farmers also acknowledged that their rubber sometimes contains dirt. The study concludes that a deduction reflecting actual moisture and contaminant content is not prohibited, because it adjusts the measured weight to the real quantity of rubber sold. However, because the rate is fixed unilaterally, cannot be verified, and is disclosed only after weighing, it creates contractual uncertainty (gharar) beyond the tolerable level and weakens informed consent. Announcing the deduction rate and its basis before weighing, recording gross and net weights, and agreeing on a simple moisture check would bring the practice into line with Sharia economic law.

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Introduction

Rubber remains one of the plantation commodities on which many rural households in Sumatra depend for their cash income. National statistics record that Indonesia produced about 2.65 million tons of natural rubber in 2023, and Lampung Province contributed around 116.7 thousand tons, placing it ninth among rubber-producing provinces (Badan Pusat Statistik, 2024). Most of this rubber leaves the village through local collectors who buy directly from farmers and resell to larger traders or processing factories. Studies of Indonesian rubber value chains show that this first point of sale is seldom a balanced market. Kopp and Brümmer (2017) found substantial market power among rubber traders in Jambi, which grows stronger as villages become more remote, while Kopp and Sexton (2021) showed that buyer power operates at both the farmer–trader and trader–processor stages and lowers the prices received by farmers. When the same buyer determines the price, the quality grade, and the weight to be paid for, the farmer has little room to question any of them.

The weight recorded at the farm gate is also a contested figure for a technical reason. Rubber is paid for according to its dry rubber content (kadar karet kering), whereas wet coagulum sold by farmers still contains water and, at times, foreign material. The Minister of Agriculture Regulation Number 38/Permentan/OT.140/8/2008 requires processed rubber materials (bokar) to be free from contaminants and links the reference price to rubber at 100 percent dry rubber content, yet it does not prescribe how a collector should convert the wet weight on the scale into a payable weight (Menteri Pertanian Republik Indonesia, 2008). This regulatory gap is where weight deductions arise: collectors subtract a portion of the measured weight to account for water and impurities, but the size of that portion and the way it is determined are left to local practice.

Islamic commercial law offers clear yardsticks for evaluating such a practice. The Qur'an permits trade conducted through mutual consent ('an tarāḍin) and forbids consuming another's property by unjust means (Q.S. al-Nisā' [4]: 29), and it condemns those who take full measure when receiving but give less when measuring for others (Q.S. al-Muṭaffifīn [83]: 1–3). Jurists translate these commands into the requirement that the object, quantity, and price of a sale be known to both parties, and into the prohibition of gharar, namely contractual uncertainty concerning the essential terms of the exchange (Kuznetsova & Tenberga, 2022). Classical doctrine does not, however, prohibit every uncertainty. Minor uncertainty that is difficult to avoid and does not lead to dispute is tolerated, whereas excessive uncertainty that resembles a wager and can cause loss to one party invalidates the contract (Al-Saati, 2003; Fatimah et al., 2025). Consent, in turn, is meaningful only when it rests on adequate information about what is being exchanged (Aziz et al., 2025), a point reflected in the principle of transparency listed among the principles of contracts in the Compilation of Sharia Economic Law (Kompilasi Hukum Ekonomi Syariah) (Mahkamah Agung Republik Indonesia, 2008). These criteria make it possible to separate ordinary commercial risk, such as price fluctuations or natural variation in rubber quality, from uncertainty that the law treats as defective, such as a payable quantity that one party fixes and the other cannot verify.

Previous studies have approached rubber trading from several angles. Ritonga et al. (2022) documented farmers in South Labuhan Batu who mixed latex with sand, wood, and leaves, a practice that lowered quality and harmed the buyers even though the formal

conditions of sale under the Compilation of Sharia Economic Law were met. Saprida (2017) reported dishonesty on both sides of rubber transactions in Ogan Ilir, with buyers manipulating scales and farmers adding stones and soil, and judged such sales invalid. Closer to the present topic, Rosdiana and Sayuti (2023) found that collectors in Muaro Jambi deducted about 10 to 15 percent of the weight and disregarded fractions below one kilogram, and concluded that the practice was not permitted because it took away the farmers' rights. Similar deductions occur in other farm-gate commodities. Sudarto and Imtihanah (2025) examined a 20 percent weight deduction in cassava trading in Central Lampung and classified it as a defective custom ('urf fāsid), while Umar et al. (2025) found deductions of 5 to 30 percent in fruit trading in West Sumatra and considered them to contain gharar. Tarly and Nasution (2024) emphasised that honesty and transparency between farmers and buyers are what sustain trust in commodity trading.

These studies agree that weight deductions are common, but they tend to judge the deduction as a whole, either as permitted custom or as prohibited fraud, largely on the basis of its size. Few of them distinguish the legitimate reason for a deduction, such as moisture and contaminants, from the manner in which its rate is fixed, communicated, and accepted, and none examines whether the farmer is able to verify the deduction at the moment of agreement or relates the practice to the dry rubber content standard. The present study addresses this gap by breaking the deduction down into its basis, rate, timing of disclosure, consent, and verifiability, and by testing each element against the threshold between tolerable and excessive gharar and the conditions of valid custom ('urf ṣaḥīḥ).

The setting of this study is Talang Jembatan Village, Abung Kunang District, North Lampung Regency, where rubber tapping is a long-standing livelihood and farmers sell their coagulated rubber to collectors operating in the village. In this setting, collectors routinely subtract part of the weight shown on the scale before paying farmers. Whether the way these deductions are determined and communicated meets the requirements of Sharia economic law has not yet been examined; the evidence on this question is reported in the Results section.

Accordingly, this study pursues two objectives. The first is to describe how weight deductions are applied in rubber transactions in Talang Jembatan, specifically how the basis and rate of the deduction are determined and how information about it is conveyed to and accepted by farmers. The second is to assess these facts under Sharia economic law using the criteria of gharar, mutual consent, and valid custom. Analytically, the study offers a set of criteria for distinguishing permissible from impermissible weight deductions that can also be applied to other farm-gate commodity transactions.

Method

This study is qualitative field research using an empirical (socio-legal) approach to Islamic economic law. The empirical component describes how weight deductions are carried out in practice, while the normative component supplies the criteria for assessing that practice. The normative criteria were drawn from the Qur'an, the literature of Islamic jurisprudence on sales (fiqh muamalah), the Compilation of Sharia Economic Law, and the Minister of Agriculture Regulation Number 38/Permentan/OT.140/8/2008 on the processing and marketing of rubber materials.

Talang Jembatan Village was selected because rubber tapping is the main livelihood of the farmers studied and their rubber is sold through local collectors who apply weight deductions, so the practice can be examined from both sides of the transaction. Data were collected in 2025. Informants were selected purposively to represent sellers and buyers. Four rubber farmers were interviewed. They were 34 to 60 years old, had 10 to 30 years of experience, managed about 1 to 2 hectares of rubber each, and regularly sold their rubber to collectors in the village. Two collectors were also interviewed, one who has bought rubber in the village since 2008 and another since 2018. Farmers are coded F1–F4 and collectors C1–C2.

Data were collected through semi-structured interviews guided by two interview protocols, one for farmers and one for collectors. The protocols covered six areas: the informant's background, the general pattern of selling or buying, the transaction mechanism (price setting, weighing, and deductions), the payment system, the informant's views on the transaction from the perspective of Sharia economic law (contract, consent, gharar, fairness, and honesty), and the difficulties and expectations of each party.

The analysis proceeded in three steps. The interview answers were first coded and grouped into themes, namely the transaction mechanism, the basis and rate of the deduction, the disclosure of information, consent, and perceptions of fairness. Second, the accounts of farmers were compared with those of collectors, and answers to related questions within each interview were cross-checked, in order to identify points of agreement and disagreement. Third, the resulting facts were tested against the legal criteria: whether the payable quantity was known (ma'lūm) at the time of agreement, whether the basis of the deduction could be verified, whether the deduction was disclosed before the parties concluded the sale, whether consent was given freely, and whether the practice met the conditions of valid custom. Informants are identified only by codes in this article to protect their identities.

Results

Transaction Mechanism and Weighing

Farmers in Talang Jembatan sell their rubber as coagulum (lump). After tapping, the latex is left to coagulate, collected over several tappings, cleaned of visible dirt (F2–F4), and then taken to the collector's place or warehouse (F1–F4; C2), although C1 sometimes collects the rubber directly from farmers. At the collector's place, the rubber is inspected and weighed, after which the collector states the price and the amount to be paid. All four farmers stated that no price is agreed before the rubber is inspected. C1 confirmed that "the price usually cannot be determined with certainty before seeing the condition of the rubber," whereas C2 described the price as being agreed first and the rubber weighed once the farmer accepts it.

Weighing itself is open. All farmers said that the rubber is weighed in front of them and that they can see the weight directly. F1 described the weighing as "done in front of me, so I can see the process," and C2 stated that both parties watch the scale together. Payment is generally made in cash immediately after weighing. Farmers and C1 reported that payment is occasionally delayed, in which case the amount owed is recorded and paid later, while C2 stated that he always pays in cash on the spot.

Basis and Rate of the Deduction

All informants confirmed that a deduction is applied to the weighed rubber. As summarised in Table 1, the deduction is commonly about 10 percent and ranges from 5 to 25 percent, increasing when the rubber is judged to be wet or dirty. Collectors justified the deduction by the water content and impurities of the rubber. C1 explained that "rubber that contains a lot of water will reduce the quality and the price when I resell it," and C2 linked the deduction directly to water content.

Table 1. Weight deductions reported by farmers and collectors in Talang Jembatan Village

Code	Role (experience)	Reported deduction	Stated basis	How the deduction is determined
F1	Farmer (30 years)	About 10%; higher if wet or poor quality	Water content and quality	Collector's assessment; no measuring device shown
F2	Farmer (25 years)	About 10%; higher if too wet or low quality	Water and poor quality	Depends on the collector's judgement
F3	Farmer (15 years)	10–15%; more if wet or mixed	Water and foreign material	Set by the collector after inspection
F4	Farmer (10 years)	5–10%; more if too wet or dirty	Water content and quality	Explained by the collector; varies between sales
C1	Collector (18 years)	About 10%; higher if wet or poor quality	Water lowers quality and resale price	Visual check of dryness, water, cleanliness; experience
C2	Collector (since 2018)	5–25%	Water content	Visual estimation ("tafsir dilihat")

The rate is determined by visual inspection and the collector's experience rather than by measurement. C1 assessed "the physical condition of the rubber, especially its dryness, water content, cleanliness, and any mixed dirt," and acknowledged that "not all water content can be seen with certainty from the outside of the rubber." C2 described the method as an estimate made by looking at the rubber. Farmers confirmed that no measuring device is used. F1 stated that "there is usually no special device shown to me to know how much the water content is," and F4 noted that the deduction sometimes changed even though his rubber seemed no different from the previous sale.

Disclosure, Consent, and Perceptions of Fairness

Farmers are told the reason for the deduction, but not how its amount is calculated, and they learn the amount only after the rubber has been inspected and weighed (F1–F4). F2 summarised that "the size of the deduction depends on their assessment." F1 said he sometimes felt disadvantaged, "especially when the deduction is quite large while I do not know exactly how it is calculated." All farmers nonetheless described the transaction as voluntary and said that they could refuse to sell. F4 explained, "if I do not agree, I usually do not sell at that time." At the same time, F1 noted that farmers "do not have many choices of where to sell."

Perceptions of fairness differed between the two groups. Farmers accepted deductions that matched the condition of the rubber but regarded the practice as not yet fully fair when its basis was not explained (F1–F4). C2 considered the deduction fair and

in accordance with Sharia "because both parties know about it," while C1 considered it fair as long as it matched the condition of the rubber and was explained, and expressed the hope that there would be "a clearer measure or standard so that farmers and collectors both know the basis for determining it."

The interviews also revealed problems on the sellers' side. Farmers acknowledged that dirt is sometimes mixed into the rubber because it is not cleaned carefully (F1–F4). C2 reported finding wood and other objects inside the rubber, which lowers its grade at the factory, and he cited this as the main reason why the deduction and the price vary.

Discussion

Comparison with Previous Studies

The finding that collectors justify deductions by water content and impurities is consistent with Ritonga et al. (2022) and Saprida (2017), who showed that rubber delivered by farmers may contain water, soil, or other foreign matter that reduces its value to the buyer. Farmers in Talang Jembatan themselves acknowledged that their rubber sometimes contains dirt, and one collector reported finding wood and other objects. From the collector's standpoint, a deduction therefore has a real economic basis, in line with the regulatory principle that rubber is valued according to its dry rubber content (Menteri Pertanian Republik Indonesia, 2008). The usual rate of about 10 percent is comparable to the 10 to 15 percent reported by Rosdiana and Sayuti (2023) in Muaro Jambi, although one collector in Talang Jembatan applied deductions of up to 25 percent, close to the 20 percent found by Sudarto and Imtihanah (2025) in cassava trading in Central Lampung.

The present study differs from those works in where it locates the legal problem. Saprida (2017) found manipulation of the scales themselves, whereas in Talang Jembatan the weighing is open and accepted by farmers as transparent. Rosdiana and Sayuti (2023) and Umar et al. (2025) rested their verdicts mainly on the size of the deduction and the resulting loss to farmers. The evidence from Talang Jembatan suggests that the decisive issue is neither the scale nor the existence of the deduction, but the fact that its rate is estimated by one party and cannot be checked by the other. This difference can be explained by the structure of the local market. As Kopp and Brümmer (2017) and Kopp and Sexton (2021) observed, buyer power at the farm gate allows collectors to set the terms of exchange, and in Talang Jembatan this power appears to be exercised mainly through control over the assessment of quality and moisture rather than through the scale.

Legal Assessment: Gharar, Consent, and Custom

The legal analysis begins with the object of sale. In a rubber transaction, what the farmer sells is the rubber itself, not the water and impurities it carries. A deduction that reflects the actual moisture and contaminant content therefore does not reduce the farmer's entitlement; it brings the payable weight closer to the true quantity of the object. On this point, the deduction is not inherently unlawful, and a reasonable estimate that cannot be made perfectly precise falls within the minor uncertainty that classical jurists tolerated in ordinary trade (Al-Saati, 2003).

The assessment changes when the facts on disclosure and verifiability are considered. A valid sale requires that the quantity and price be known to both parties when the contract is concluded (Kuznetsova & Tenberga, 2022). In Talang Jembatan, the gross

weight is visible to both parties, but the payable weight depends on a deduction that the collector estimates visually, whose accuracy even the collector admits cannot be ascertained (C1), and whose rate may change between sales of similar rubber (F4). The farmer therefore enters the transaction without knowing in advance, and without being able to check, the quantity for which he or she will be paid. Uncertainty of this kind is not a natural risk inherent in the commodity; it is created and controlled by one of the contracting parties and consistently operates to the disadvantage of the other. It thus exceeds the tolerable threshold and falls within the excessive *gharar* that jurists regard as a defect in the contract (Fatimah et al., 2025). Where the deduction exceeds the actual water and impurity content, the practice also approaches the reduction of measure condemned in Q.S. al-Muṭaffifīn [83]: 1–3.

The same facts weaken the element of consent. Mutual consent presupposes that each party knows what it is accepting (Aziz et al., 2025). Farmers in Talang Jembatan are formally free to refuse a sale, and this freedom is real. However, their acceptance is given after the net weight has already been fixed by an estimate they cannot verify, and, as F1 noted, farmers have few alternative buyers. Such acceptance reflects agreement to the transaction as a whole rather than informed consent to the specific deduction, and it does not satisfy the transparency principle recognised in the Compilation of Sharia Economic Law (Mahkamah Agung Republik Indonesia, 2008).

The uncertainty, however, does not originate only from the collectors. When farmers deliver rubber that contains water or foreign matter, they conceal part of the true condition of the object, which also contradicts the duty of honesty in sale (Ritonga et al., 2022; Saprida, 2017). In practice, the collectors' visual estimate functions as a defensive response to this concealment. The legal defect therefore lies in the absence of a shared and verifiable standard, and its remedy requires obligations on both parties: farmers to deliver clean rubber, and collectors to apply a deduction whose rate and basis are known and can be checked.

Finally, the long-standing nature of the practice does not by itself make it lawful. Custom may serve as a basis for law only if it does not contradict sharia and does not cause harm (Sudarto & Imtihanah, 2025). A custom of deducting weight for moisture and impurities can qualify as valid custom (*'urf ṣaḥīḥ*) when the rate is known in advance, reflects the actual condition of the rubber, and can be checked by both parties. In its current form, where the calculation is undisclosed and unilaterally determined, the practice in Talang Jembatan falls short of these conditions. It should therefore be regarded as a defective custom that can be corrected, rather than as a transaction that is invalid in its essence.

Practical Implications

These findings suggest several practical improvements that follow directly from the problems identified. Collectors should announce the deduction rate and its basis before weighing, for example through a schedule of deduction rates for different levels of wetness that is known to all sellers, so that farmers can accept or decline the sale with full knowledge. The gross weight, the deduction, and the net weight should be recorded on a simple receipt given to the farmer. Where a farmer disputes the deduction, a simple check, such as weighing a sample after it has been pressed or dried, would allow the

disagreement to be settled on evidence. Farmers, for their part, should clean their rubber thoroughly, since the presence of foreign matter is what makes larger deductions necessary. At the village level, farmer groups and the local plantation office could encourage collective marketing through processing and marketing units for rubber materials as envisaged in the Minister of Agriculture Regulation Number 38/Permentan/OT.140/8/2008, which would reduce farmers' dependence on a single collector.

Conclusion

This study set out to describe how weight deductions are applied in rubber transactions in Talang Jembatan Village and to assess the practice under Sharia economic law. It found that weighing is carried out openly in front of farmers, but that collectors deduct a portion of the weight, commonly about 10 percent and ranging from 5 to 25 percent, on the basis of a visual estimate of water content and impurities without any measuring device. Farmers are told the reason for the deduction but not how it is calculated, and they learn its amount only after weighing. Farmers also acknowledged that their rubber sometimes contains dirt. Legally, a deduction that reflects the actual moisture and contaminant content is not prohibited, because it adjusts the measured weight to the real quantity of rubber sold. The practice becomes problematic because the rate is fixed unilaterally, cannot be verified, and is disclosed only after weighing. This produces contractual uncertainty beyond the tolerable level, weakens the informed consent required for a valid sale, and prevents the custom from qualifying as valid custom. The practice can be brought into conformity with Sharia economic law if collectors announce the deduction rate and its basis before weighing, gross and net weights are recorded, a simple moisture check is agreed upon for disputes, and farmers deliver clean rubber.

This study is limited to one village and six informants, namely four farmers and two collectors, and relies on interviews without direct observation of transactions, examination of transaction records, or measurement of the actual water content of the rubber. Its findings therefore describe the practice in Talang Jembatan and cannot be generalised to rubber trading in Lampung as a whole. Future research could observe weighing sessions and measure dry rubber content alongside the deductions applied, in order to determine whether the rates correspond to the actual condition of the rubber, and could compare villages with and without collective marketing institutions.

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